מדינת ישראל

משרדי הממשלה

ח/ 978

3

JORDAN GOVERNMENT
1952- 1954

מדינת ישראל

חברות ות

שם תיק: תיקי משרד האשלג בלונדון JORDAN - GOVERNMENT

מזהה פיזי: ח-978/12

מזהה פריט: 000sb13

כתובת: 3-311-5-2-6

תאריך הדפסה 29/01/2020

Lord Glenconner

Please return after perusal.

RECEIVED
23 DEC 1953
SEEN BY
DATE ANSD.

With the Compliments of

Palestine Potash

Limited

מפעלי ים המלח בע"מ

MIFALEI YAM HAMELAH B. M.

CABLES: ISRAPOTASH
PHONE: 4241

POTASH HOUSE,
KING GEORGE AVENUE,
JERUSALEM, ISRAEL
P. O. B. 773

OUR REF: 16/1/L.364 DATE December 16th, 1953

From:	To:
JERUSALEM OFFICE	LONDON OFFICE

We enclose herewith a translation from an Extract from the Jordan Official Gazette.

Sgd: A.Citron
AC/Ch.
enc.

Attin

file Jordan

M.Y.H. LONDON
RECEIVED
21 DEC 1953
ANSWERED:
FILE NO.
COPY TO JERUSAL.

מרכז הפועל של הפועל
MIFALEI YAM HAMELAH B. M.

Office: CHAPEDAN
Phone: 3224

Rotary House
King George Avenue
JERUSALEM ISRAEL
P.O.B. 775

Our ref. 1121/7.384 Date: December 18th, 1968

From:	To:
JERUSALEM OFFICE	LONDON OFFICE

We enclose herewith a translation from an Extract from the Jordan Official Gazette.

Sgd: A.Gitron
AG/Ob.
enc.

LONDON

TRANSLATION

EXTRACT FROM JORDAN OFFICIAL GAZETTE.

The Jordan Government has authorized the following payments to be made out of its budget for 1953/54:

14428 Dinar for "guards" at the Dead Sea" to be paid out of the funds of the ordinary budget and

14250 Dinar to be paid out of a special budget.

These sums will be covered by the allotment received by the Jordan Government from the British Government.

Ch.

T R A N S L A T I O N

MESSAGE FROM JORDAN OFFICIAL GAZETTE.

The Jordan Government has authorised the following payments to be made out of its budget for 1957/58:

11000 Dinar for "Awards" at the Road Use" to be paid out of the funds of the ordinary budget and

14500 Dinar to be paid out of a special budget.

These sums will be covered by the allotment received by the Jordan Government from the British Government.

Ch.

מפעלי ים המלח בע"מ

MIFALEI YAM HAMELAH B. M.

CABLES: ISRAPOTASH
PHONE 4241

POTASH HOUSE,
KING GEORGE AVENUE,
JERUSALEM, ISRAEL
P.O.B. 773

OUR REF. 12/9 JL.350

DATE December 9th, 1953

From: JERUSALEM OFFICE

To: LONDON OFFICE

M.Y.H. LONDON
RECEIVED
14 DEC 1953
ANSWERED
FILE NO.
COPY TO JERUSALEM

1/1/54

PRIVATE AND CONFIDENTIAL

Dear Mr. Stolar,

I duly received your letter of the 20th November, ref. 2255, No. 2465 and noted the contents of Jordan's Prime Minister's letter to the Chairman of Palestine Potash Ltd.

I would be interested to know whether any further steps were taken by Palestine Potash Ltd., and in the affirmative, I would like to know what these steps are.

If my memory does not fail me, the Agreement between Palestine Potash Ltd. and our Company stipulates close co-operation in connection with the claim from Jordan, and you may, at a suitable opportunity, inform Lord Glenconner that we would be interested to know what is transpiring in the matter and what plans, if any, the Palestine Potash Ltd. has in order to try and press its claim.

Yours sincerely,

A. Zipstein

sgd: A.Zipstein
AZ/Ch.

THE SHELL COMPANY OF PALESTINE LIMITED

DIRECTORS: SIR GUY COOPER. F. A. C. GUÉPIN. (NETHERLAND). F. G. C. MORRIS. J. W. PLATT.

ST. HELEN'S COURT, GREAT ST. HELEN'S, LONDON, E.C.3.

TELEGRAPHIC ADDRESS:
SHELL LONDON
ALL CODES USED.

TELEPHONE
AVENUE 4321

YOUR REF.

OUR REF. FUEL AND LIGHT OILS/
INLAND TRADE DIVISION

DATE.
3rd December, 1953.

Mifalei Yam Hamelah B.M.,
(Dead Sea Works Ltd.),
62, Pall Mall,
LONDON, S.W.1.

Dear Sirs,

JORDAN GAZETTE.

We have pleasure in enclosing herewith further copies of the Jordan Gazette which have just reached us.

Yours truly,

For: THE SHELL COMPANY OF PALESTINE LIMITED.

ABH/SMA.

M.Y.H. LONDON
RECEIVED
-4 DEC 1953
ANSWERED.....
FILE NO.....
COPY TO JERUSALEM.....

ENCLOSURE
90

THE SHELL COMPANY OF PALESTINE LIMITED

ST. HELENS COURT, GREAT ST. HELENS, LONDON, E.C.3.

Telegraphic address:
Shell, London
All codes used.

Telephone
AVENUE 4211

SHELL AND LIGHT OILS/
INDIAN TRADE DIVISION

3rd December, 1923.

Rifaat Van Hamelan E.M.,
(Dead Sea Works Ltd.),
62, Hill Hall,
LONDON, E.W.1.

Dear Sirs,

JORDAN CONCESSION.

We have pleasure in enclosing herewith further copies of the Journal Gazette which have just reached us.

Yours truly,

For: THE SHELL COMPANY OF PALESTINE LIMITED.

AMC/SMA.

F

2255 2465 12th November, 1953

Air Mail

PRIVATE AND CONFIDENTIAL

A. Zipstein, Esq.

Dear Mr. Zipstein,

Jordan

There has been no development in the matter o f possible financial settlement since your letter 16/5/L.203 of the 8th September - unless you have heard direct from Lord Glenconner. However, I am doubtful about this in view of the enclosed letter from the Prime Minister which was sent to us by the Jordan Embassy here a day or two ago, and which you will see is dated as long ago as the 17th September. I have sent the original to Glenconner, but have not told him that I have sent you a copy.

Yours sincerely,

G. A. Stolar

Enc.
GAS/JH

Amman, 17th Sept. 1953.

The Chairman,
Palestine Potash Ltd.,

Subject: Determination of the Concession
dated 1.2.30.
Reference: Your letter of 10.4.1953.

Sir,

I have the honour to inform you that the determination of the above concession was the result of a decision adopted by a Ministerial Committee appointed to investigate the situation.

The reply to the three points which you raise in your above quoted letter is as follows:

1. The questions as to whether or not the Company has parted with its shares, is a question of fact, for the determination of which the committee relied on an agreement which was brought to its notice, between your Company and the Dead Sea Works Ltd.,

2. As to the breach of clause 24 of the concession by your Company, the committee has come to the conclusion that the terms of the agreement referred to in para.I above is tantamount to an assignment within the mischief of para. A of clause 28 of the Company's concession.

3. Though the concession was granted by the High Commissioner of the Manatory on behalf of Palestine and Transjordan, the Jordan Government on account of change of status and by virtue of the recognised theory of succession of status may now exercise the power to determine the concession alone, especially as the subject matter of concession falls entirely within its present boundaries, and is thus subject to its undivided sovereignty.

In view of the above, the Jordan Government considers that the resolution of the Committee and the steps taken as a result of that decision are all valid and cannot be reconsidered.

Prime Minister

J. Mulki

TEL:WESTERN 3685

EMBASSY OF THE HASHEMITE KINGDOM
OF THE JORDAN

6,UPPER PHILLIMORE GARDENS,
LONDON,W.8.

Registered.

19/1/4428

File Jordan

The Chairman,
Palestine Potash Ltd.,
62, Pall Mall,
S.W.1.

9th November, 1953

Dear Sir,

At the request of the Jordan Government, I am enclosing herewith letter signed by the Prime Minister, concerning the termination of the Concession formerly held by the Palestine Potash Ltd., contents of which is self-explanatory.

Yours faithfully,

Suleiman Nabulsi

Ambassador.

Enc:

THE SHELL COMPANY OF PALESTINE LIMITED

DIRECTORS: SIR GUY COOPER. F. A. C. GUÉPIN, (NETHERLAND). F. G. C. MORRIS. J. W. PLATT.

ST. HELEN'S COURT, GREAT ST. HELEN'S, LONDON, E.C.3.

TELEGRAPHIC ADDRESS:
SHELL LONDON.
ALL CODES USED.

TELEPHONE
AVENUE 4321

YOUR REF.

OUR REF. FUEL AND LIGHT OILS/
INDUSTRIAL TRADE DIV.

DATE.
15th September 1953.

Mifalei Yam Hamelah B.M.,
(Dead Sea Works Ltd.),
62, Pall Mall,
LONDON, S.W.1.

Dear Sirs,

JORDAN GAZETTE.

We have pleasure in enclosing herewith further copies of the Jordan Gazette which have just reached us.

Yours truly,

For: THE SHELL COMPANY OF PALESTINE LIMITED.

A. Hanne.

ABH/SMA.

ENCLOSURE
84

THE SHELL COMPANY OF PALESTINE LIMITED

ST. HELENS COURT, GRACE ST. HELENS, LONDON, E.C.1.

Telegrams
Telephone

Your reference
Our reference
Please quote

Your Ref. LIST OTHE/
Our Ref. INDUSTRIAL TRADE DIV.

15th September 1955.

Mikelet, Von Hamelah & M.,
(Dead Sea Works Ltd.),
St. Jerill Hall,
JERUSALEM, P.A.J.

Dear Sirs,

JORDAN MARKETS.

We have pleasure in enclosing herewith further copies of the Jordan Gazette which have just reached us.

Yours truly,

For: THE SHELL COMPANY OF PALESTINE LIMITED.

[illegible]

JRM/JMA.

מפעלי ים המלח בע"מ

MIFALEI YAM HAMELAH B. M.

CABLES: ISRAPOTASH
PHONE: 4241

POTASH HOUSE,
KING GEORGE AVENUE,
JERUSALEM, ISRAEL
P. O. B. 773

OUR REF: 16/5/L.208

DATE 8th September, 1953

From: JERUSALEM OFFICE

To: LONDON OFFICE

MAIN LONDON
RECEIVED
14 SEP 1953
ANSWERED 12/10
FILE NO.
COPY TO JERUSALEM

Dear Mr. Stolar,

JORDAN.

Thank you for your letter No.2252 of September 1st, 1953.

I am inclined to agree with you that the chances for getting anything out of Jordan are, rather remote.

Kindly keep me informed of any further developments.

Yours sincerely,

Sgd. A. Zipstein
AB/sf

מרכז הסוכנות לארץ ישראל
MIFALEI YAM HAMELAH B. M.

POYAM HOUSE,
KING GEORGE AVENUE,
JERUSALEM ISRAEL,
P.O.B. 173

Our Ref. 16/5/D.208 Date 8th September, 1953

From: JERUSALEM OFFICE

To: LONDON OFFICE

Dear Mr. Stolar,

J O R D A N.

Thank you for your letter No.2252 of September 1st, 1953.

I am inclined to agree with you that the chances for getting anything out of Jordan are, rather remote.

Kindly keep me informed of any further developments.

Yours sincerely,

Sgd. A. Zipstein
AB/sf

K

2252 1st September 1953

G.A. Stolar A.Zipstein Esq.

JORDAN

I am enclosing a copy of Glenconner's letter dated 10th August, written as Chairman of Palestine Potash Limited to the Jordan Minister of Economics in Amman.

As My contact at the Jordan Embassy was away on leave, it did not go by diplomatic Bag until the 27th August and should have reached the recipient by now.

Though the chances of getting anything out of Jordan, even mutual cancellation of all claims and counter claims, are in my view rather slim at present, I understand that Glenconner would not go out himself to Amman, but would send Stafford, who told me he is not very keen to go because he sees little chance of success and may refuse the mission.

I am writing to you and sending you the enclosure without Glenconner's knowledge so as to keep you informed of developments and would be grateful if you would bear this in mind in any correspondence with him on the subject.

G.A. Stolar

Encls.

Circulating info
KF

25th August 1953

BY HAND

File Jordan

Dear Mr. Farouki,

I send you herewith Lord Glenconner's letter to the Minister of Economics in Amman and take this opportunity of thanking you once more for your kindness in arranging to send it out by Bag.

If you could be so kind as to let me know when it has gone I would be very grateful.

Yours sincerely,

G.A. Stolar

T.Y. Farouki Esq.,
Embassy of the Hashemite
Kingdom of Jordan,
6 Upper Phillimore Gardens,
LONDON, W.8.

25th August 1953

2233

Miss K. Murray,
C. Tennant Sons & Co. Ltd.,
4 Copthall Avenue,
LONDON, E.C.2.

Dear Miss Murray,

Mr. Stolar has asked me to write and say that Mr. Farouki, his friend at the Jordan Embassy, has been away on leave all this time and only returned to-day.

He has now spoken to him, and Mr. Farouki has agreed to send Lord Glenconner's letter on to Amman by Bag.

Yours sincerely,

AMR

TELEPHONE
MONARCH 7741.

4, Copthall Avenue,
LONDON, E.C. 2.

13th August, 1953.

12. oi
Jumma Was 3.685
Taji Farouki

Dear Mr. Stolar,

I enclose Lord Glenconner's letter to the Jordan Ministry of Economics, and would be grateful if you would arrange for this to be forwarded through the Jordan Embassy, as usual.

I also enclose a copy for your files.

Yours sincerely,

K. Murray

M.Y.H. LONDON
RECEIVED
14 AUG 1953
ANSWERED.....
FILE NO....2233.....
COPY TO JERUSALEM .....

G.A. Stolar, Esq.,
Palestine Potash Ltd.,
62 Pall Mall, S.W.1.

מפעלי ים המלח בע"מ

MIFALEI YAM HAMELAH B. M.

Cables: ISRAPOTASH
Phone: 4241

M.Y.H. LONDON
RECEIVED
Potash House,
King George Avenue,
Jerusalem, Israel
P.O.B. 719
26 JUN 1953
ANSWERED
DATE
FILE NO.
COPY TO JERUSALEM

Our Ref: 16/1/L.93

June 24th, 1953

From: JERUSALEM OFFICE

To: LONDON OFFICE

Dear Stolar,

Thank you for your letter of the 17th instant, ref. 2255, No.2076, regarding the position vis-a-vis Jordan.

In connection with the "fairly circumstantial report" in the Birmingham Post, I think the statement contained in the article can be substantially discounted. It is correct that certain activities are in train in Jordan in connection with Aqaba and a road thereto, but it is highly exaggerated to state that these facilities will be available "soon".

Yours sincerely,

Citron

sgd: A.Citron
AC/Ch.

Copies to: Mr. Pybus
Mr. Stafford
Mr. Stolar

sent to hand to Faroukky 68
25/8

10th August, 1953.

His Excellency Anwar Al Khatib,
Minister of Economics of the Hashemite Kingdom of Jordan,
Amman,
Jordan.

sent by train 27/8/53
by air 27/8/53

Your Excellency,

On 10th April, 1953, I had the honour to address to His Excellency Tewfiq Pasha Abul Huda, the then Prime Minister of the Hashemite Kingdom of Jordan, a letter in which I attempted to set out the view of the Company with regard to the present position of the Concession dated 1st January, 1930, and I ventured in that letter to submit for His Excellency's consideration three proposals for the final settlement of all the Company's claims and of any counterclaims which the Government might have against the Company.

While I have not received an official reply to this letter I have been informed by Her Majesty's Foreign Office that the British Embassy at Amman has discussed the position with Your Excellency and that Your Excellency has agreed to consider the Company's claim.

I am informed that Your Excellency has suggested that it might be of assistance if a representative of the Company attended upon your Excellency for talks in Amman. I am, therefore, writing to say that the Company would be most pleased to arrange for its representative to attend upon Your Excellency at any time convenient to you.

Please accept, Excellency, the assurances of my highest consideration.

PALESTINE POTASH LIMITED

Chairman

Copy sent to A. Zipstein 1/9/53

Copies to: Mr. Vyse
Mr. Stafford
Mr. Stolar

1

20th August, 1953.

His Excellency Sayer Al Ghaith,
Minister of Economics of the Hashemite Kingdom of Jordan,
Amman,
Jordan.

Your Excellency,

On 20th April, 1953, I had the honour to address to His Excellency Tawfik Abul-Huda, the then Prime Minister of the Hashemite Kingdom of Jordan, a letter in which I attempted to set out the view of the Company with regard to the present position of the concession dated 1st January, 1930, and I ventured in that letter to submit for His Excellency's consideration three proposals for the final settlement of all the Company's claims and of any counterclaims which the Government might have against the Company.

While I have not received an official reply to this letter I have been informed by Her Majesty's Foreign Office that the British Embassy at Amman has discussed the position with Your Excellency and that Your Excellency has agreed to consider the Company's claim.

I am informed that Your Excellency has suggested that it might be of assistance if a representative of the Company attended upon Your Excellency for talks in Amman. I am, therefore, writing to say that the Company would be most pleased to arrange for its representative to attend upon Your Excellency at any time convenient to you.

Please accept, Excellency, the assurances of my highest consideration.

THE TIMES TOBACCO LIMITED

Chairman

Copy sent to H. Copeland 1/4/53

2255 2026 17th June, 1953.

G. A. Stolar. A. Citron Esq.

AIRMAIL

Dear Citron,

Thank you for your letter of the 27th May reference: 16/1/L51, and the attached translated extracts from the Jordan Official Gazette which I have shown to Glenconner.

Nothing has been heard from the Foreign Office here since Glenconner wrote last April, asking (with their concurrence) Mr. Furlonge, the British Ambassador in Amman, to endeavour to induce the Jordan Government to meet the P.P.L. Directors for discussions on outstanding matters. Personally, I am not surprised in view of the turn which the relations between the two countries has taken. Glenconner is, I believe, sending a reminder to the Foreign Office.

In the meantime, a fairly circumstantial report appeared in the Birmingham Post of 3rd June on the Jordan Five Year Development Plan. This is stated to be well under way, and included among other things "increased exploitation and export of minerals through a new port at Aqaba and a road network". Funds from U.N.W.R.A, grants under the Point-Four programme and from H.M.G. will be used in executing the plan. "Jordan's first port, Aqaba ... is to be opened soon and, when fully developed, will be a major port, representing an investment of about £2,000,000. A similar sum is likely to be spent on constructing new roads totalling about 1,050 miles in length. One of them will run from Aqaba through Amman to Deraa ...."

Yours sincerely,

G. A. Stolar.

מפעלי ים המלח בע"מ

MIFALEI YAM HAMELAH B. M.

CABLES: ISRAPOTASH
PHONE: 4241

POTASH HOUSE,
KING GEORGE AVENUE,
JERUSALEM, ISRAEL
P.O.B. 773

OUR REF: 16/7 /L.51

DATE May 27th, 1953

From:	To:
JERUSALEM OFFICE	LONDON OFFICE

We enclose for your information translations of extracts from the The Jordan Official Gazette.

sgd: A.Citron
AC/Ch.
enc.- 2

M.Y.H. LONDON
RECEIVED
- 1 JUN 1953
ANSWERED.....
FILE NO.....
COPY TO JERUSALEM.....

The Jordan
4/6
caution

25/5/53

מ"ע מפעלי תעשיה בע"מ

MIFALEI YAM HAMELAH B. M.

Cable address: JERAMDIAM
Phone: 4221

Potash House
King George Avenue
JERUSALEM ISRAEL
P.O.B. 173

Our ref: [illegible] Date: [illegible]

From:	To:
JERUSALEM OFFICE	LONDON OFFICE

We enclose for your information translations of extracts from the Israelian Official Gazette.

Regds: A. Gilfoom
Sec/Gen.
Encs.- 2

M.Y.H. LONDON
RECEIVED
- 1 JUN 1953
ANSWERED.....
FILE NO.....
COPY TO JERUSALEM.....

FUEL AND LIGHT OILS/
INDUSTRIAL TRADE DIV.
M.2255.

8th May, 1953.

The Shell Petroleum Co. Ltd.,
St. Helen's Court,
Great St. Helen's,
London. E.C.3.

Dear Sirs,

We thank you for your letter ABH/JM of the 5th instant enclosing further copies of the "Jordan Gazette".

Yours faithfully,

For & on behalf of
Mifalei Yam Hamelah B.M.,
(DEAD SEA WORKS LIMITED),

L.H.Monk.

LHM/EH.

F

N.2255. 1962. 7th May, 1953.

SURFACE MAIL.

JORDAN GAZETTE.

We enclose further copies of the "JORDAN GAZETTE".

I.H.Monk.

MMCS.
LMH/EM.

The Shell Petroleum Company Limited

ST HELEN'S COURT, GREAT ST HELEN'S, LONDON, EC3

Telephone: Monarch 7011 TELEX: AVENUE TELEX 5772/5778

TELEGRAPHIC ADDRESS: OVERSEAS—SHELL LONDON · INLAND—SHELL TELEX LONDON

ALL CODES USED

YOUR REF

LETTER NO

OUR REF FUEL AND LIGHT OILS/
INDUSTRIAL TRADE DIV.

DATE
5th May, 1953.

Palestine Potash Limited,
62, Pall Mall,
LONDON, S.W.1.

Dear Sirs,

JORDAN GAZETTE.

We have pleasure in forwarding herewith further copies of the "Jordan Gazette" which have just come to hand.

Yours truly,

For: THE SHELL PETROLEUM COMPANY LIMITED

F. Schlesser.

Sent by Surface mail
To Jerusalem Office
7/5/53.

ABH/JM

M.Y.H. LONDON
RECEIVED
- 7 MAY 1953
ANSWERED 8/5/53
FILE NO. M. 2.55
COPY TO JERUSALEM

Sent by Surface mail
in Texas in error
4/5/53

F

2255 1931 27th April, 1953.

Mr. G.A.Stolar Mr. A. Zipstein

Dear Mr. Zipstein,

JORDAN

Mr. Horace Albright, President of the United States Potash Company of New York and Carlsbad, New Mexico, about whose visit I wrote to you separately to-day, told me that last week he was called to the State Department in Washington who were examining the question of furnishing financial aid to the Arab States and, in particular, the financing of potash production in Jordan at the North End of the Dead Sea. He advised the State Department against spending money on that project and urged them instead to assist in the development of potash production at Sdom. I expressed this Company's grateful appreciation for what he had done.

Yours sincerely,

TEL: WESTERN 3685

Embassy ~~Legation~~ of the Hashemite Kingdom
of the Jordan
6, Upper Phillimore Gardens,
London, W.8.

19/1/1490

14th April 1953

Dear Mr. Stolar,

Thank you for your letter of 13th April, enclosing your Chairman's letter to His Excellency The Prime Minister, which I have safely received and will duly forward.

Yours sincerely

H. Hashmi

Charge d'Affaires, a.i.

G.A.Stolar Esq.,
Palestine Potash Ltd.,
62 Pall Mall,
S.W.1.

M.Y.H. LONDON
RECEIVED
16 APR 1953
ANSWERED.....
FILE NO.....
COPY TO JERUSALEM.....

Copy
Sent to Ld
Shenessner.
16/4/53

BY HAND

2255

13th April, 1953.

Jordan

Dear Hashim,

Following our telephone conversation of this morning, I enclose our Chairman's letter to His Excellency the Prime Minister of 10th April, and would like to take this opportunity of expressing our appreciation of your kindness in arranging to forward it by bag.

Yours sincerely,

G. A. STOLAR

Hani Bey Hashim,
Embassy of the Hashemite
Kingdom of Jordan,
6 Upper Phillimore Gardens,
London, W.8.

2255

13th April 1953

Dear Miss Murray,

Mr Stolar has asked me to thank you for sending him the letter to the Prime Minister of Jordan. He will arrange to have it sent on to him.

Yours sincerely,

D.M.Kearney

Miss K. Murray,
4, Copthall Avenue,
London. E.C.2.

International Press-Cutting Bureau
19 GROSVENOR PLACE, LONDON, S.W.1

Extract from
THE
FINANCIAL TIMES
LONDON
The World's most important financial and industrial daily newspaper

Date 2 JAN 1953

PALESTINE POTASH

NOT AFFECTED BY JORDAN DECISION

The Palestine Potash Company will not be affected by the decision of the Jordan Government to abolish the company's concession in Jordan.

A spokesman for the company told THE FINANCIAL TIMES yesterday that it was not operating in Jordan.

Palestine Potash was now a holding company, with interests in the Israeli Government concern Mifalei Yam Hamelah B.M. (Dead Sea Works). Under an agreement between Palestine Potash and Dead Sea Works, reached last year, the assets of Palestine Potash outside Jordan were taken over by Dead Sea Works in consideration for the issue of shares in that concern.

The spokesman added, however, that the company did not accept the Jordan Government's decision. The original concession of the Palestine Potash Company was negotiated jointly with the Israeli and Jordan Governments and Jordan had not the right to abolish it unilaterally.

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Waring and ...
Notes to which I referred this we
This holding was acquired from th
Industrial and Commercial Financ
Corporation, and raises the holdin
of the group in question to ove
one-half of the Note issue o
£349,000. They are believed t
have no Ordinary shareholdin
When the Notes are converted int

International Press Cutting Bureau,
19 Grosvenor Place, London, S.W.1

Extract from the

PAINT, OIL & COLOUR
JOURNAL

Formerly the Oil & Colour Trades Journal. Founded 1879

2 JAN 1953

Date .....

SEE OVERLEAF

Palestine Potash Concession Abolished

372

The Jordan Official Gazeete has published an ordinance approving a Government decision to abolish the Palestine Potash Company's concession, says a Reuter report from Amman. The Gazette said that a month ago the company announced that it had given its share of the concession to the Dead Sea Deeds Co., Ltd., without the approval of the Jordan Government. This action was contrary to Article 24 of the concession agreement, the Gazette added.

PAINT, OIL & COLOUR
JOURNAL

Formerly the Oil & Colour Trades Journal. Founded 1879

The Paint, Oil & Colour Journal is primarily a weekly news journal for the paint, oil and colour Trades. Its service covers both the commercial and technical aspects of these trades. Regular features are personal news, company news, contracts, import and export statistics, market reports and reports of technical meetings. To these are added authoritative technical articles.

ANNUAL SUBSCRIPTION — ALL COUNTRIES £2

85/86 Farringdon Street, London, E.C.4

developments in that direction.

INTERNATIONAL PRESS-CUTTING BUREAU
19, GROSVENOR PLACE, LONDON, S.W.1

Extract from
Chemical Trade Journal, London.

2 JAN 1953

Dead-Sea Potash Concession.—The Jordan official "Gazette," says a news agency message from Amman, on Dec. 27, has published an ordinance approving a Government decision to abolish the Palestine Potash Co.'s concession. The "Gazette" said that a month ago the company announced that it had given its share of the concession to the Dead Sea Deeds (?) Co. without the approval of the Jordan Government. This action was contrary to article 24 of the concession agreement, the "Gazette" added.

which is concerned with oil prospecting operations in Papua. Anglo-Iranian has approximately a 40 p.c. interest in this company. There is also Australian Oil Refining, Ltd., an American oil firm's subsidiary, which proposes to build a refinery at Sydney.

TELEPHONE
MONARCH 7741.

4, Copthall Avenue,
LONDON, E.C. 2.

10th April, 1953.

PPL file
Jordan

Dear Mr. Stolar,

I enclose the letter to the Prime Minister of Jordan to which I referred on the telephone this afternoon, and would be grateful if you would arrange to have this sent on through the Jordan Embassy.

Yours sincerely,

K. Murray

M.Y.H. LONDON
RECEIVED
13 APR 1953
ANSWERED 13/4/53
FILE NO. 225
COPY TO JERUSALEM

G.A. Stolar, Esq.,
Palestine Potash Ltd.,
62 Pall Mall,
S.W.1.

File Jordan

10th April, 1953.

Your Excellency,

In the letter which I had the honour to address to Your Excellency on 18th July, 1952, I pointed out that, although this Company's operations at the northern end of the Dead Sea had been suspended for more than four years, the Company remained, nevertheless, the owner of its physical assets and any acquired rights it might have in Jordan territory. I went on to propose the opening of negotiations with a view to an agreed settlement of all questions outstanding between the Company and the Government of Jordan, and I expressed the hope that I might have the benefit of Your Excellency's suggestions as to how best such negotiations should be commenced.

Much to my regret, I have had no reply to this letter, but in the meantime I have received from Your Excellency, through His Excellency the Ambassador of Jordan, certain communications purporting to notify the Company that the Government of Jordan has, by virtue of paragraph (A) of Clause 28 of the Company's Concession dated 1st January, 1930, determined the Concession on the ground that the Company has, in breach of Clause 24, "parted to another Company with the shares that it held under the Concession without obtaining the prior written consent of the Jordan Government".

On this I would respectfully offer the following observations:-

(1) The notice of determination is invalid on the face of it, because there has been no such parting with Shares, as is alleged. The Company has not, in fact, parted, or agreed to part with any Shares.

(2) A parting with Shares could not in any case be brought within the mischief of Paragraph (A) of Clause 28, since it would manifestly not answer to the description of an assignment, sub-letting or other disposition of the Concession or an interest therein or any power thereby conferred.

(3) The notice of determination is invalid for the further reason that the power given by Clause 28 to give notice, where certain conditions are satisfied, to determine the Concession is vested in "the Government " as defined in Clause 1, that is to say, the Governments of Palestine and Trans-Jordan jointly. It is not exercisable by the Government of Jordan acting alone.

Unless the Concession is treated as still subsisting, it cannot be "determined", but, if it does subsist, it must be applied according to its terms, and, so applied, it does not authorise the giving of notice of determination by the Government of Jordan.

The Company is advised that for the foregoing (among other) reasons the notice of determination purported to be given by Your Excellency in your communications dated respectively 18th September and 1st December, 1952, are invalid and of no effect.

As Your Excellency is already aware, the Company would welcome an amicable settlement of all outstanding differences between itself and Jordan, and would be happy to join in an effort to arrive at such a Settlement.

I desire, therefore, to renew the suggestion, which I had the honour to submit to you last July, that negotiations should be set on foot with a view to a comprehensive agreement providing for (1) the payment to the Company of an agreed sum representing the purchase price of its remaining physical assets in Jordan, compensation for the loss of acquired rights in or in relation to Jordan, and also compensation for the destruction of its works in Jordan territory; (2) the taking over by Jordan of all the Company's assets and rights in or in relation to Jordan; (3) the release by each party of all claims against the other.

(2) a partition with thereon would not in any case be overset within the meaning of paragraph (4) of clause 23, since it would merely prevent access to the perforation or assignment, co-lessing or other disposition of the concession or an interest therein or any operations thereunder.

(3) The notion of determination by invalidity for the reason that the power given by clause 27 is ultra vires, where certain conditions are satisfied, to determine the concession vested in "the Government" as defined in clause 1, that is to say, the Government of Ceylon and Trans-Jordan jointly. It is not sufficiently by the powers of Jordan acting alone.

Unless the concession is thereby as still subsisting, it cannot be "determined", but, if it does subsist, it must be replied concerning to its terms, and, so applied, it does not authorise the giving of notice of determination by the Government of Jordan.

The company is advised that for the foregoing (among other) reasons the notice of determination purported to be given by Your Excellency in your communications dated respectively 18th September and 1st November, 1952, are invalid and of no effect.

In Your Excellency's absence, sure, the Company would welcome an amicable settlement of all outstanding differences between Israel and Jordan, and would be happy to join in an effort to arrive at such a settlement.

I doubt, therefore, to renew the suggestion, which I had the honour to submit to you last M., that negotiations should be entered into with a view to a comprehensive agreement providing for (1) the payment to the Company of an agreed sum representing the purchase price of its remaining physical assets in Jordan, compensation for the loss of prospective rights in or in relation to Jordan, and also consideration for the cessation of its work in Jordan territory; (2) the taking over by Jordan of all the Company's assets and rights in or in relation to Jordan; (3) the release by each party of all claims against the other.

I venture to hope that these proposals will commend themselves to Your Excellency and I shall be grateful for your suggestions as to the best way of expediting the opening of negotiations.

Please accept, Excellency, the assurances of my highest consideration.

for and on behalf of
PALESTINE POTASH LTD.

Chairman

His Excellency Tewfiq Pasha Abul Huda,
Prime Minister of the Hashemite Kingdom of Jordan,
Amman,
JORDAN.

2255 10th April, 1953.

William Pybus, Esq.,
Messrs. Herbert Oppenheimer, Nathan
& Vandyk,
20 Copthall Avenue, E.C.2.

Dear Pybus,

Jordan

Thank you for sending me the notes on the Foreign Office meeting with your letter of the 9th April.

Yours sincerely,

GAS/JH

شركة البوتاس الفلسطينية محدودة الضمان
شارع الملك جورج
القدس
صندوق البريد ٧٧٣
تلفون ٤٢٤١

PALESTINE POTASH LTD.
(INCORPORATED IN ENGLAND)
DEAD SEA SALTS CONCESSION
POTASH HOUSE
KING GEORGE AVENUE
JERUSALEM
P. O. B. 773 TELEPHONE 4241-2-3

חברת אשלג א"י בע"מ
בית אשלג,
רחוב המלך ג'ורג',
ירושלים
ת. ד. 773
טלפון 4241-2-3

מפעלי ים המלח בע"מ

Ref. 16/1 /1767

M arch 3rd, 1953

From	To
JERUSALEM	London office

Dear Stolar,

Claim Against Jordan.

I have your letter of the 23rd February, ref. 2255, No. 1755, on the above subject.

As Lord Glenconner has now cancelled his trip to Israel, perhaps you will show him a copy of my letter dated 18th February, ref. 16/1/1514, if you consider it necessary.

As Lord Glenconner will not now be able to bring with him a copy of the letter he sent to the Foreign Office in reply to their letter of a few weeks ago, perhaps you will ask him to send us a copy, if he has not yet given it to Mr. Brodie.

Yours sincerely,

sgd: A. Citron
AC/ch.

M.Y.H. LONDON
RECEIVED
-9 MAR 1953
ANSWERED.....
FILE NO.....
COPY TO JERUSALEM.....

PALESTINE POTASH LTD.

POTASH HOUSE
JAFFA ROADSIDE AVENUE
JERUSALEM

March 3rd, 1955

To

London office

JERUSALEM

Dear Stolar,

Claim Against Jordan.

I have your letter of the 23rd February, ref. 2253, No. 1755, on the above subject.

As Lord Glenconner has now cancelled his trip to Israel, perhaps you will show him a copy of my letter dated 18th February, ref. 16/1/1514, if you consider it necessary.

As Lord Glenconner will not now be able to bring with him a copy of the letter he sent to the Foreign Office in reply to their letter of a few weeks ago, perhaps you will ask him to send us a copy, if he has not yet given it to Mr. Brodie.

Yours sincerely,

Sgd: A. Citron

AC/ob.

MAIN COUNCIL
RECEIVED
- 9 MAR 1955
ANSWERED
FILE No.
COPY TO JERUSALEM

2255.

24th February 1953.

W. Pybus, Esq.,
Messrs. Herbert Oppenheimer Nathan
& Vandyk,
20, Copthall Avenue,
LONDON, E.C.2.

Dear Pybus,

JORDAN.

I enclose two copies of an English translation of a notice with a preliminary paragraph, which appeared in the Jordan Gazette on the ~~1st~~ 23rd December 1952.

Yours sincerely,

G.A. STOLAR.

GAS/JM

TELEPHONE:
LONDON WALL 2757.
TELEGRAMS: "CLIENT, STOCK, LONDON."

Ap

HERBERT OPPENHEIMER, NATHAN & VANDYK.
SOLICITORS.

THE RT HON. LORD NATHAN, P.C., T.D.
ARTHUR VANDYK.
FREDK T. SMITH.
LESLIE CORK.
JOSEPH L. MAGNUS.
ERIC WOLFF.
G. K. IRELAND.
THE HON. ROGER NATHAN.
HERBERT S. GARFIELD.
WILLIAM PYBUS.

IN REPLY PLEASE QUOTE

P.

YOUR REFCE .....

20, COPTHALL AVENUE,
LONDON WALL,
LONDON, E.C. 2.

FEBRUARY ?
24th January, 1953.

M.Y.H. LONDON
RECEIVED
25 FEB 1953
ANSWERED.....
FILE NO.....2053.....
COPY TO JERUSALEM.....

Dear Stolar,

Thank you for your two letters of the 23rd February enclosing copies of Citron's letters to you and a copy of your letter to Citron.

Yours sincerely,

William Pybus

G. A. Stolar, Esq.,
Palestine Potash Ltd.,
62, Pall Mall,
S.W.1.

2255.

23rd February 1953.

W. Pybus, Esq.,
Messrs. Herbert Oppenheimer,
Nathan & Vandyk,
30, Copthall Avenue,
LONDON, E.C.2.

Dear Pybus,

J O R D A N.

As arranged this morning, I enclose a copy of Citron's letter dated the 11th and 18th February. If you have any comments to make, you will doubtless let me know.

Yours sincerely,

G.A. STOLAR.

GAS/JM

COPY

MIFALEI YAM HAMELAH B.M.

JERUSALEM.

18th February, 1953.

Dear Stolar,

With further reference to your letter of the 9th instant ref.2153 A., No.1719, I note that you appear to consider that you can only recover from Jordan with respect to assets at the south end of the Dead Sea. I am not quite clear as to why no claim can be made in respect to the North and I should have thought that in any case, a maximum claim ought to be put forward, even if you do not anticipate being able to recover infull.

I gave you the details of the assets at the south and north end of the Dead Sea in my letter dated 11th February, Ref. 12/9/1332. The actual assets in Jordan territory, at the south end of the Dead Sea are comparatively small, particularly if you take into account depreciation, which I did not consider in my above-mentioned letter.

You should not overlook the cost of overhaul which we incurred in 1937 for putting the assets in Jordan in good order. The benefit of the whole of this expenditure has now been lost. The figures are set out in my letter of the 11th instant.

You must also not overlook the additional expense we shall be put to in building dams and installing additional equipment because of the loss of pan area in Jordan and of the sweet water for washing out the salt. Unless you take all these facts into consideration, then the actual value of the assets in Jordan territory at the south end of the Dead Sea are comparatively negligible, and as you will undoubtedly not recover in full, the amount which you can expect to receive would be very small indeed.

Yours sincerely,

(Sgnd.) A. CITRON.

2255 1755 23rd February 1953.

Dear Gitron,

Claim against Jordan.

Thank you for your letter 16/1/151(y or j?) of the 18th February, which amplifies what you say in your letter 12/9/1332 of the 11th February. This latter one, I passed on to Glenconner just before he left for abroad. No doubt the matter will be discussed during this stay in Jerusalem. You might show him a copy of your letter .

He is bringing along with him a copy of a reply he sent to the Foreign Office to their recent letter a few weeks ago, the contents of which were discussed with Mr. Zipstein during his visit over here.

We have not yet reached the stage of claims and counter claims against Jordan but although I am sure that we shall put in for the maximum, the present difficulty is, that according to the Foreign Office, Jordan are likely to disclaim any responsability for their destruction and depredation at the North End. We have of course the cable from the present Jordan Minister to Mr. Novomeysky in 1948, which may be interpreted as admitting responsibility. You probably have a copy on your files.

Thank you also for your letter 16/1/1502 of the 17th instant, with the translation from Jordan Official Gazette. We have actually received an official notification from the Jordan Embassy here, which I showed to Mr. Zipstein.

Yours sincerely,

G.A. STOLAR.

GAS/JM

JERUSALEM
P. O. B. 773 TELEPHONE 4241

Ref. 1514

MIFALEI YAM HAMELAH B.M. 18th February 1953

From 16/1/1954

JERUSALEM

To

London office

Jordan

Dear Stolar,

With further reference to your letter of the 9th instant, ref. 2153 A., No 1719, I note that you appear to consider that you can only recover from Jordan ~~with respect to~~ assets at the south end of the Dead Sea. I am not quite clear as to why no claim can be made in respect to the North and I should have thought that in any case, a maximum claim ought to be put forward, even if you do not anticipate being able to recover in full.

I gave you the details of the assets at the south and north end of the Dead Sea in my letter dated 11th February, Ref. 12/9/1332. The actual assets in Jordan territory at the south end of the Dead Sea are comparatively small, particularly if you take into account depreciation, which I did not consider in my above-mentioned letter.

You should not overlook the cost of overhaul which we incurred in 1937 for putting the assets in Jordan into good order. The benefit of the whole of this expenditure has now been lost. The figures are set out in my letter of the 11th instant.

You must also not overlook the additional expense we shall be put to in building dams and installing additional equipment because of the loss of pan area in Jordan and of the sweet water for washing out the salt. Unless you take all these facts into consideration, then the actual value of the assets in Jordan territory at the south end of the Dead Sea are comparatively negligible, and as you will undoubtedly not recover in full, the amount which you can expect to receive would be very small indeed.

Yours sincerely,

sgd: A.Citron
AC/ch

Action

M.Y.H. LONDON
RECEIVED
28/2
ANSWER
FILE
LETTER

Dear Stolar,

With further reference to your letter of the 8th instant, ref. 2152 A., No 1719, I note that you appear to contend that you can only recover from Jordan with respect to assets at the south end of the Dead Sea. I am not quite clear as to why no claim can be made in respect to the North and I should have thought that in any case, a maximum claim ought to be put forward, even if you do not anticipate being able to recover in full.

I gave you the details of the assets at the south and north end of the Dead Sea in my letter dated 11th February, Ref. 12/3/1252. The actual assets in Jordan territory at the south end of the Dead Sea are comparatively small, particularly if you take into account depreciation, which I did not consider in my above-mentioned letter.

You should not overlook the cost of overhaul which we incurred in 1937 for putting the assets in Jordan into good order. The benefit of the whole of this expenditure has now been lost. The figures are set out in my letter of the 11th instant.

You must also not overlook the additional expense we shall be put to in building dams and installing additional equipment because of the loss of pan area in Jordan and of the sweet water for washing out the salt. Unless you take all these facts into consideration, then the actual value of the assets in Jordan territory at the south end of the Dead Sea are comparatively negligible, and as you will undoubtedly not recover in full, the amount which you can expect to receive would be very small indeed.

Yours sincerely,

Sgd. A.Citron
AC/ab

شركة البوتاس الفلسطينية محدودة الضمان
شارع الملك جورج
القدس
صندوق البريد ٧٧٣
تلفون ٤٢٤١

PALESTINE POTASH LTD.
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חברת אשלג א"י בע"מ
בית אשלג,
רחוב המלך גורג',
ירושלם
ת. ד. 773
טלפון 4241-2-3

MIFALEI YAM HAMELAH B.M.

Ref. 16/1 /1509

18th February 1953

From	To
JERUSALEM	London office

Dear Stolar,

Thank you for your letter of the 9th instant, ref. 2153A., No. 1719.

In my letter of the 16th, I suggested that it was not necessary to liquidate PPL in order to distribute the Ordinary and Preference Shares to the shareholders. It should be possible to reduce the share capital and distribute the Shares and Debentures as being in excess of requirements. In this case, a liquidator would not be appointed and the Company would still continue to function with its Board of Directors and could pursue its claims against Jordan. The advantage of my proposal, if it's practical, is that the shares would be in the hands of the shareholders, who would then get the maximum dividends and interest without United Kingdom taxation having to be considered at all, except in so far as the shareholder may be liable to U.K. taxation on his own income.

Quite apart from this, it would be healthier for the shares to be no longer in the name of PPL. Although you are all talking about claims against Jordan, it may well be that they could lodge counter-claims against PPL, and whilst any action which PPL brings against Jordan would have to be taken in the courts of Jordan, any action against PPL by Jordan could, I believe, be taken in the U.K. I do not know if such a case against the Company has any chance of success but in any case it could be a considerable nuisance, and as the Company has considerable assets (shares and debentures in Mifalei Yam Hamelah), it is certainly an attractive target to shoot at. If the assets were distributed, then there would be little point in making claims against a Company, which has no assets from which claims could be paid. I, therefore, am most attracted by the idea of a reduction of capital with distribution of shares and debentures in specie, and I do not believe Court would raise any objection to such a reduction, although I am speaking as a layman. Of course, Jordan shareholders might object, but in view of the small minority involved, I doubt if this would hold up the scheme. Anyway, I put the matter forward for consideration as the present position is certainly unsatisfactory.

Yours sincerely,

A. Citron

sgd: A. Citron
AC/ch

M.P.H. LONDON
RECEIVED
23 FEB 1953
ANSWERED
FILE NO.
COPY TO JERUSALEM

PALESTINE POTASH LTD.

POTASH HOUSE
KING GEORGE AVENUE
JERUSALEM

MIFALEI YAM HAMELAH B.M.

From JERUSALEM

To London Office

Dear Ethelar,

Thank you for your letter of the 9th instant, ref. 2/BSA., No. 1715.

In my letter of the 18th, I suggested that it was not necessary to liquidate PPL in order to distribute the Debenture and Preference Shares to the shareholders. It should be possible to reduce the share capital and distribute the Shares and Debentures as being in excess of requirements. In this case, a liquidator would not be appointed and the Company would still continue to function with its Board of Directors and could pursue its claims against Jordan. The advantage of my proposal, if it practical, is that the shares would be in the hands of the shareholders, who would then get the maximum dividends and interest without United Kingdom taxation having to be considered at all, except in so far as the shareholder may be liable to U.K. taxation on his own income.

Quite apart from this, it would be preferable for the shares to be no longer in the name of PPL. Although you are all talking about claims against Jordan, it may well be that they could lodge counter-claims against PPL, and whilst any action which PPL brings against Jordan would have to be taken in the courts of Jordan, any action against PPL by Jordan could, I believe, be taken in the U.K. I do not know if such a case against the Company has any chance of success but in any case it could be a considerable nuisance, and as the Company has considerable assets (shares and debentures in Mifalei Yam Hamelah), it is certainly an attractive target to shoot at. If the assets were distributed, then there would be little point in making claims against a Company which has no assets from which claims could be paid. I, therefore, am most attracted by the idea of a reduction of capital with distribution of shares and debentures to shareholders, and I do not believe Court would raise any objection to such a reduction, although I am speaking as a layman. Of course, Jordan shareholders might object, but in view of the small minority involved, I doubt if this would hold up the scheme. Anyway, I put the matter forward for consideration as the present position is certainly unsatisfactory.

Yours sincerely,

sgd. A. Citron

AC/ob.

COPY

17th February 1953.

File Jordan

Dear Ross,

In your letter of 17th December you asked me to let you know on what legal grounds we took the view that the Government of Jordan were not within their rights in determining the Company's Concession for the reasons which they gave.

The reasons given by the Government of Jordan are that the Company (it is alleged) "has parted with its shares to the Dead Sea Works Ltd., without the written consent of the Government" that this constitutes a breach of Clause 24 of the Concession; and that the Government are entitled to give notice to determine the Concession by virtue of paragraph (A) of Clause 28.

As you know, there has, in fact, been no transaction whereby the Company's shares have been sold or otherwise."parted with". Even if there had, a sale of or "parting with" shares could not possibly amount to "an assignment of the Concession or an interest therein" within the meaning of paragraph (A) of Clause 28; but the point is academic, since no such transaction as is relied upon by the Jordan Government has, in fact, taken place.

Apart from this, no other breach of the Concession is alleged. It is, indeed, difficult to see how anything contained or involved in the agreement for the sale of certain of the Company's assets (but exclusive of any assets situate in Jordan) to Dead Sea Works Ltd., could on any view, be supposed to entitle the Governmentof Jordan to "determine" the Concession under Clause 28.

The "determination" of the Concession implies that it is considered to be in force. Is it considered to be in force in its entirety? If so, the right to determine it, in certain circumstances, is exercisable, and exercisable only, by "the Government" as defined in Clause 1, and is not exercisable by the Government of Jordan acting alone. Is it, then, considered that the Concession is to be treated as severable into two distinct Concessions, the power of determination under Clause 28 being exercisable by the Goverment of Jordan on the footing that there is a separate concession relating to Jordan, and that Clause 28 is to be construed and applied accordingly? If so, Clause 28 can be invoked by the Government of Jordan only if the Company can be shown to have committed a relevant breach of its concessionary obligations in relation to Jordan. There has clearly been no such breach, it being borne in mind that the Company's sale of assets to Dead Sea Works Ltd., is expressly limited to assets situate outside Jordan.

There seems to us to be no escape from this dilemma. Either the power of determination is not exercisable by the Government of Jordan acting alone, or, if it is, this can only be on the footing that there has been a breach by the Company of its obligations to the Government of Jordan as the notional grantor of a separate Jordan Concession, being a breach of the nature contemplated by Clause 28 read together with Clause 27. And if the Government of Jordan are not entitled to invoke Clause 28, it follows that the same applies to Clause 29, which can take effect only if there is a valid "determination".

Thus, onthe assumption that the Concession still subsists, the Jordan Government are in no position to determine it under Clause 28 and so pave the way for the application of Clause 29.

Nor could they extricate themselves from their difficulties by shifting their ground and contending (as might well be contended) that the events which happened in 1948 have frustrated the Concession and put an end to it. If so, it would follow, first, that Clause 28 and consequently Clause 29 - can have no application, and, secondly that in accordance with the principles generally accepted by civilised States, Jordan, though no longer bound by the Concession, is not entitled to disregard the equities involved and is under an obligation to compensate the Company for the loss of acquired rights and, a fortiori, of physical assets.

We feel confident that it will be the desire of the Foreign Office to assist us to obtain adequate compensation under one head or another, in view of the weakness of the Jordan Government's legal position and the manifest justice of our claim.

In your letter of 17th December you say that we should exhaust the usual remedies before appealing for the intervention of Her Majesty's Government. In accordance with your suggestion, I therefore enclose a draft of a letter we propose sending to the Government of Jordan, and I will much appreciate your comments.

I pass now to the Company's claim against Jordan for damage done to the plant at the northern end of the Dead Sea. We understand the difficulty mentioned in your letter of 17th December, but this is not just a case or random looting outside the control of the Jordan authorities. For instance, it is not credible that looters should have pulled down buildings and dug up piping or dismantled and removed from the site five large diesel engines and a diesel generator which could only be removed by cranes

(continued)

and transported by lorries. These engines have re-appeared at various places in the Middle East, the new "owners" applying to the manufacturers for spare parts. The Company was informed by Ruston and Hornsby Limited, by letter dated the 17th December 1948, that one diesel engine bearing the number of one of the Company's engines was then being installed in the Amman Power Station. It is difficult to suppose that all this was done by "looters" or "irregulars" without engaging the responsibility of the Jordan Government or its armed forces.

If anything analogous had happened to the property of an English company in some other part of the world, we cannot help doubting whether Her Majesty's Government would accept the situation without making an energetic effort to secure redress. Political considerations must, of course, be taken into account, but not, we submit, to the extent of sacrificing the property of an English Company which looks - and is entitled to look - to the British Government for protection.

When you have had time to consider this letter and the enclosed draft letter to the Government of Jordan, we shall be very happy to have your further views.

Thanking you again,

Yours sincerely,

(Glearmer)

A.D.M. Ross, Esq.,
Foreign Office,
Eastern Department,
S.W.1.

- 2 -

COPY.

Draft letter to Prime Minister of Jordan.

Your Excellency,

In the letter which I had the honour to address to Your Excellency on 18th July, 1952, I pointed out that, although this Company's operations at the northern end of the Dead Sea had been suspended for more than four years, the Company remained, nevertheless, the owner of its physical assets and any acquired rights it might have in Jordan territory. I went on to propose the opening of negotiations with a view to an agreed settlement of all questions outstanding between the Company and the Government of Jordan, and I expressed the hope that I might have the benefit of Your Excellency's suggestions as to how best such negotiations should be commenced.

Much to my regret, I have had no reply to this letter, but in the meantime I have received from Your Excellency, through His Excellency the Ambassador of Jordan, certain communications purporting to notify the Company that the Government of Jordan has, by virtue of paragraph (A) of Clause 28 of the Company's Concession dated the 1st January 1930, determined the Concession on the ground that the Company has, in breach of Clause 24 "parted to another Company with the shares that it held under the Concession without obtaining the prior written consent of the Jordan Government".

On this I would respectfully offer the following observations:-

(1) The notice of determination is invalid on the face of it, because there has been no such parting with Shares, as is alleged. The Company has not, in fact, parted, or agreed to part with any Shares.

(2) A parting with Shares could not in any case be brought within the mischief of paragraph (A) of Clause 28, since it would manifestly not answer to the description of an assignment, sub-letting or other disposition of the Concession or an interest therein or any power thereby conferred.

(3) The notice of determination is invalid for the further reason that the power given by Clause 28 to give notice, where certain conditions are satisfied, to determine the Concession is vested in "the Government" as defined in Clause 1, that is to say, the Governments of Palestine and Trans-Jordan jointly. It is not exercisable by the Government of Jordan acting alone.

Unless the Concession is treated as still subsisting, it cannot be "determined" but, if it does subsist, it must be applied according to its terms, and, so applied, it does not authorise the giving of notice of determination by the Government of Jordan.

The Company is advised that for the foregoing (among other) reasons the notice of determination purported to be given by Your Excellency in your communications dated respectively the 18th September and the 1st December 1952, are invalid and of no effect.

(1) The notice of determination is invalid on the face of it, because there has been no such dealing with Shares, as is alleged. The Company has not, in fact, dealt, or agreed to part with any Shares.

(2) A dealing with Shares could not in any case be brought within the disabler of paragraph (A) of Clause 28, since it would manifestly not answer to the description of an assignment, sub-letting or other disposition of the Possession or an interest therein or any power thereby conferred.

(3) The notice of determination is invalid for the further reason that the power given by Clause 28 to give notice, when certain conditions are satisfied, to determine the Possession is vested in "the Government" as defined in Clause 1, that is to say, the Government of Palestine and Trans-Jordan jointly. It is not exercisable by the Government of Jordan acting alone.

Unless the Possession is treated as still subsisting, it must be "determined" but, if it does subsist, it must be applied according to its terms, and, so applied, it does not authorise the giving of notice of determination by the Government of Jordan.

The Company is advised that for the foregoing (among other) reasons the notice of determination purported to be given by Your Excellency in your communications dated respectively the 1 Sept. September and the 1st December 1953, are invalid and of no effect.

As Your Excellency is already aware, the Company would welcome an amicable settlement of all outstanding differences between itself and Jordan, and would be happy to joint in an effort to arrive at such a Settlement.

I desire, therefore, to renew the suggestion, which I had the honour to submit to you last July, that negotiations should be set on foot with a view to a comprehensive agreement providing for (1) the payment to the Company of an agreed sum representing the purchase price of its remaining physical assets in Jordan, compensation for the loss of acquired rights in or in relation to Jordan, and also compensation for the destruction of its works in Jordan territory; (2) the taking over by Jordan of all the Company's assets and rights in or in relation to Jordan; (3) the release by each party of all claims against the other.

I venture to hope that these proposals will commend themselves to Your Excellency and I shall be grateful for your suggestions as to the best way of expediting the opening of negotiations.

Please accept, etc.

18th February 1953.

As Your Excellency is already aware, the Company would welcome an amicable settlement of all outstanding differences between Israel and Jordan, and would be happy to join in an effort to arrive at such a settlement.

I desire, therefore, to renew the suggestion, which I had the honour to submit to you last July, that negotiations should be set on foot with a view to a comprehensive agreement providing for (1) the payment to the Company of an agreed sum representing the purchase price of its remaining physical assets in Jordan, compensation for the loss of acquired rights in or in relation to Jordan, and also compensation for the destruction of its works in Jordan territory; (2) the right over by Israel of all the Company's assets and rights in or in relation to Jordan; (3) the release by each party of all claims against the other.

I venture to hope that these proposals will commend themselves to Your Excellency and I shall be grateful for your suggestions as to the best way of expediting the opening of negotiations.

Please accept, etc.

Jack Fishman K.C.

JERUSALEM
P. O. B. 773 TELEPHONE 4241

Ref. [illegible]502

MIFALEI YAM HAMELAH B.M.

17th February 1953

From: JERUSALEM

To: London office

Dear Stolar,

I enclose an extract from the Jordan Official Gazette, dated 23rd December 1952. Presumably this matter was brought to your attention.

sgd: A.Citron
AC/ch
enc.-1

Ackn

MAPAI LONDON
RECEIVED
23 FEB 1953
COPY TO JERUSALEM

From:

JERUSALEM

London office

Dear Eldad,

I enclose an extract from the Jordan Official Gazette, dated 23rd December 1952. Presumably this matter was brought to your attention.

Eyal A.Gitron
AC/ch
enc.-1

THE PROGRAMME OF THE NEW JORDAN GOVERNMENT AS SUBMITTED TO PARLIAMENT AT ITS SESSION ON 1ST DECEMBER, 1952, contained the following item:

3 copies

5. DEVELOPMENT PROJECT OF THE DEAD SEA MINES.

The Government addressed to the Company a warning, stipulated in the Concession, in view of its annullation. The Government will publish this fact after the termination of the legal period of the warning. Negotiations have already started for the execution of this important project in benefitting and successful ways.

- -

2 copies
24

ANNULLATION

of the Concession of Palestine Potash Limited.

The Regency Council has approved the Decision of the Cabinet No. 216 passed on 1.12.52 regarding the annullation of the Concession of the Palestine Potash Ltd. This is the text of the Decision:

Whereas the Jordan Hashemite Government has addressed a warning to the Director of the Palestine Potash Ltd. in England, whose registered address is situated at Pall Mall St. 62, London, S.W.I., subject to paragraph (a) of Article (28) of the Dead Sea Concession, dated 1st February 1930, in which he has been informed of the intention of the Jordan Government for the annullation of the said Concession after one month from the service of the warning as it has been proved that the Company owning the Concession has passed its holdings to the Dead Sea Works Ltd. without the written consent of the Jordan Government thereby contravening the terms of Article 24 of the above-mentioned Concession and whereas the period of one month stipulated in the warning has ended on 30.11.1952, the Council of Ministers has decided to approve the annullation of the Concession of this Company with effect from the above date, and to submit this decision to the Regency Council for approval.

Sgd. Members of the Regency Coucil

Sgd. Members of the Cabinet

1.12.52

(Jordan) Official Gazette 352, dated 23.12.1952.

C
O
P
Y of translation from arabic

THE PROCEEDINGS OF THE 3RD JORDAN GOVERNMENT AS SUBMITTED
TO PARLIAMENT DURING PERIOD 1 - 31ST DECEMBER, 1952, contained
the following item:

3. DEVELOPMENT IN PART OF THE DEAD SEA AREA.

The Government adhered to the Company's dealing, submitted to the Concession, in view of its annulation. The Government will, within this fact after the termination of the legal period of the annulation. Negotiations have already started for the execution of this important project in benefitting and economically area.

- - - - - - - - - - - - - - - - - - - -

ANNULATION

of the Concession of Palestine Potash Limited.

The Agency Council has approved the Decision of the Decision No. 216 passed on 1.12.52 regarding the annulation of the Concession of the Palestine Potash Ltd. This is the text of the decision:

Whereas the Jordan Hashemite Government has addressed a warning to the Director of the Palestine Potash Ltd. in England, whose registered address is situated at Hall Hall 55, Ca, London, S.W.1., subject to paragraph (a) of Article (28) of the said Sea Concession, dated 1st February 1930, in which he has been informed of the intention of the Jordan Government for the annulation of the said Concession after one month from the service of the warning as it has been proved that the Company owning the Concession has passed the holdings of the Dead Sea Works Ltd. without the written consent of the Jordan Government thereby contravening the terms of Article 28 of the above-mentioned Concession, and whereas the period of one month stipulated in the warning has ended on 30.11.1952, the Council of Ministers has decided to approve the annulation of the Concession of this Company with effect from the above date, and to submit this decision to the Legislative Council for approval.

Sgd. Members of the Legislative Council

Sgd. Members of the Cabinet

1.12.52

(Jordan) Official Gazette 1252, dated 25.12.1952.

COPY.

THE PROGRAMME OF THE NEW JORDAN GOVERNMENT
AS SUBMITTED TO PARLIAMENT AT ITS SESSION
ON 1ST DECEMBER 1952, contained the following item:

5. DEVELOPMENT PROJECT OF THE DEAD SEA MINES.

The Government addressed to the Company a warning, stipulated in the Concession, in view of its annullation. The Government will publish the fact after the termination of the legal period of the warning. Negotiations have already started for the execution of this important project in benefiting and successful ways.

ANNULLATION.
of the Concession of Palestine Potash Limited.

The Regency Council has approved the Decision of the Cabinet No.216 passed on 1.12.52 regarding the annullation of the Concession of the Palestine Potash Ltd. This is the text of the Decision:

Whereas the Jordan Hashmite Government has addressed a warning to the Director of Palestine Potash Ltd. in England whose registered address is situated at Pall Mall, 62, London, S.W.1. subject to paragraph (a) of Article (28) of the Dead Sea Concession, dated 1st February 1930, in which he has been informed of the intention of the Jordan Government for the annullation of the said Concession after one month from the service of the warning as it has been proved that the Company owning the Concession has passed its holdings to the Dead Sea Works Ltd. without the written consent of the Jordan Government thereby contravening the terms of Article 24 of the above-mentioned Concession and whereas the period of one month stipulated in the warning has ended on 30.11.1952, the Council of Ministers has decided to approve the annullation of the Concession of this Company with effect from the above date, and to submit this decision to the Regency Council for approval.

Sgd. Members of the Regency Council.
Sgd. Members of the Cabinet.

1.12.52.
Jordan Official Gazette 352, dated 23.12.1952.
Copy of translation fromArabic.

M.2255 1740 17th February 1953.

SURFACE MAIL.

JORDAN GAZETTE.

We enclose further copies of the "Jordan Gazette".

LHM/JM L.H. MONK.

FUEL AND LIGHT OILS/
INDUSTRIAL TRADE DIV.
M.2255.

16th February 1953

The Shell Company of Palestine Ltd.,
St. Helen's Court,
Great St. Helen's
LONDON, E.C.3.

Dear Sirs,

We thank you for your letter of the 13th instant enclosing further copies of the "Jordan Gazette".

Yours faithfully,
for and on behalf of
MIFALEI YAM HAMELAH B.M.

LHM/JM

L.H. MONK.

THE SHELL COMPANY OF PALESTINE LIMITED

DIRECTORS: SIR GUY COOPER. F. A. C. QUÉPIN. (NETHERLAND). F. G. C. MORRIS. J. W. PLATT.

ST. HELEN'S COURT, GREAT ST. HELEN'S, LONDON, E.C.3.

TELEGRAPHIC ADDRESS:
SHELL LONDON
ALL CODES USED.

TELEPHONE
AVENUE 4321

YOUR REF. OUR REF. DATE.

FUEL AND LIGHT OILS/
INDUSTRIAL TRADE DIV.

13th February, 1953.

Palestine Potash Limited,
62, Pall Mall,
LONDON, S.W.1.

Dear Sirs,

JORDAN GAZETTE

We have pleasure in enclosing herewith further copies of the "Jordan Gazette" which have just come to hand.

Yours truly,

For: THE SHELL COMPANY OF PALESTINE LIMITED

F. C. Rebbeck.

ABH/JM

M.Y.H. LONDON
RECEIVED
16 FEB 1953
ANSWERED
FILE NO.
COPY TO

ENCLOSURE
50

THE SHELL COMPANY OF PALESTINE LIMITED

ST. HELENS COURT, GREAT ST. HELENS, LONDON, E.C.3

Telegraphic address
Shellpal London
A.B.C. Code 5th ed.

Telephone
AVENUE 4221

FUEL AND LIGHT OILS/
INDUSTRIAL TRADE DIV.

13th February, 1933.

Palestine Potash Limited,
62, Pall Mall,
LONDON, S.W.1.

Dear Sirs,

JORDAN GAZETTE

We have pleasure in enclosing herewith further copies of the "Jordan Gazette" which have just come to hand.

Yours truly,

For THE SHELL COMPANY OF PALESTINE LIMITED

ABH/JM

F

A. Citron, Esq.

5th February, 1953.

Airmail

Dear Citron,

The Board have had under consideration the question of claiming against Jordan among other things the cost of the pans, etc. on the Jordan side of the Dead Sea Concession. I have been asked to find out from you what figure can be taken for this purpose.

Yours sincerely,

G.A. STOLAR.

GAS/DS.

F

M. 2255. 1664. 19th January, 1953.

SURFACE MAIL.

JORDAN GAZETTE.

We send you herewith additional copies of the Jordan Gazette.

L. H. Monk.

ENCS.
LHM/EH.

FUEL AND LIGHT OILS/INDUSTRIAL TRADE DIV.
M.2253.

19th January, 1953.

The Shell Company of Palestine Ltd.,
St. Helen's Court,
Great St. Helen's,
London, E.C.3.

Dear Sirs,

Jordan Gazette.

We are obliged for your letter of the 16th instant enclosing further copies of the Jordan Gazette.

Yours faithfully,

For & on behalf of
PALESTINE POTASH LTD.

For Secretary.

TELEPHONE
MONARCH 7741.

4, Copthall Avenue,
LONDON, E.C. 2.

14th January, 1953.

File Jordan

Dear Stolar,

Thank you for yours of 13th with copies of the notice of termination of our Concession from Jordan.

I have passed one copy on to Lord Nathan and am retaining the other here. I do not think at this stage that we need advise Zipstein or anyone else.

Yours sincerely,

M.Y.H. LONDON
RECEIVED
16 JAN 1953
ANSWERED.....
FILE NO.....2953.....
COPY TO JERUSALEM.....

G.A. Stolar, Esq.,
Palestine Potash Ltd.,
62 Pall Mall,
S.W.1.

2255

~~842~~. GAS/DS.

13th January, 1953.

Dear Glenconner,

I enclose two copies of a letter received this morning by registered post from the Jordan Embassy dated the 12th, conveying that their Regency Council has approved the decision of their Cabinet to cancel that part of our Concession which lies in Jordan territory.

I have not sent copies to Zipstein or anyone else, nor have I acknowledged it.

Yours sincerely,

G.A. STOLAR.

The Lord Glenconner,
C. Tennant Sons & Co. Ltd.,
4, Copthall Avenue,
London, E.C. 2.

Encs.

COPY

19/1/132

BY REGISTERED POST

12th January, 1953

The Director,
Palestine Potash Limited,
62 Pall Mall,
London, S.W.1.

Dear Sir,

Further to the Notice that this Embassy served on you on the 30th October 1952 concerning the termination of the Concession held by Palestine Potash Limited, I have been instructed by my Government to convey to you the following:-

1) The Regency Council of the Hashemite Kingdom of Jordan has approved the decision of the Council of Ministers cancelling the Concession held by Palestine Potash Limited in the Kingdom of Jordan. This step has been taken after it had been proved to the Government of the Hashemite Kingdom of Jordan that the Palestine Potash Limited had violated the terms of the said Concession inasmuch as Palestine Potash Limited parted, to another Company, with the shares that it held under the Concession without obtaining the prior written consent of the Jordan Government. Thus Palestine Potash Limited have violated the terms of Article 24 of the said Concession. This decision takes effect from 30th November 1952.

(Signed) Prime Minister Tewfiq Abul Huda.

2) Whereas the Government of the Hashemite Kingdom of Jordan gave notice in writing to the Director of Palestine Potash Limited, registered in Britain, at its Registered Office, 62 Pall Mall, London, S.W.1, for the period of one month by virtue of Section A of Article 28 of the Concession for the Extraction of Salts and Minerals from the Dead Sea, such Concession being dated 1st February 1930, advising him therewith of the determination of the Government of the Hashemite Kingdom of Jordan to cancel the said Concession after the lapse of one month from the date of serving him with the notice, as it had been proved that the Company which held the Concession parted with its shares to the Dead Sea Works Limited without the written consent of the Government of the Hashemite Kingdom of Jordan, thus contravening the

terms/

19/1/132

12th January, 1953

The Director, Palestine Potash Ltd.

the terms of Article 24 of the said Concession,

And Whereas the period of one month referred to in the Notice has elapsed on the 30th November 1952, the Council of Ministers has decided to cancel the Concession held by the above Company as from the said date and to submit this decision to the Regency Council for its approval.

Dated 1st December 1952.

Certified True Copy,
Embassy of the Hashemite Kingdom of Jordan
(signed) M. Farouki.

Secretary of Embassy
12th January 1953

Please acknowledge receipt of this letter.

Yours faithfully,

(signed) F. Mulki.

Jordan Ambassador

COPY

19/1/132

BY REGISTERED POST

12th January, 1953

The Director,
Palestine Potash Limited,
62 Pall Mall,
London, S.W.1.

Dear Sir,

Further to the Notice that this Embassy served on you on the 30th October 1952 concerning the termination of the Concession held by Palestine Potash Limited, I have been instructed by my Government to convey to you the following:-

1) The Regency Council of the Hashemite Kingdom of Jordan has approved the decision of the Council of Ministers cancelling the Concession held by Palestine Potash Limited in the Kingdom of Jordan. This step has been taken after it had been proved to the Government of the Hashemite Kingdom of Jordan that the Palestine Potash Limited had violated the terms of the said Concession inasmuch as Palestine Potash Limited parted, to another Company, with the shares that it held under the Concession without obtaining the prior written consent of the Jordan Government. Thus Palestine Potash Limited have violated the terms of Article 24 of the said Concession. This decision takes effect from 30th November 1952.

(Signed) Prime Minister Tewfiq Abul Huda.

2) Whereas the Government of the Hashemite Kingdom of Jordan gave notice in writing to the Director of Palestine Potash Limited, registered in Britain, at its Registered Office, 62 Pall Mall, London, S.W.1, for the period of one month by virtue of Section A of Article 28 of the Concession for the Extraction of Salts and Minerals from the Dead Sea, such Concession being dated 1st February 1930, advising him therewith of the determination of the Government of the Hashemite Kingdom of Jordan to cancel the said Concession after the lapse of one month from the date of serving him with the notice, as it had been proved that the Company which held the Concession parted with its shares to the Dead Sea Works Limited without the written consent of the Government of the Hashemite Kingdom of Jordan, thus contravening the

terms/

19/1/132

12th January, 1953

The Director, Palestine Potash Ltd.

the terms of Article 24 of the said Concession,

And Whereas the period of one month referred to in the Notice has elapsed on the 30th November 1952, the Council of Ministers has decided to cancel the Concession held by the above Company as from the said date and to submit this decision to the Regency Council for its approval.

Dated 1st December 1952.

Certified True Copy,
Embassy of the Hashemite Kingdom of Jordan
(signed) M. Farouki.

Secretary of Embassy
12th January 1953

Please acknowledge receipt of this letter.

Yours faithfully,

(signed) F. Mulki.

Jordan Ambassador

COPY

19/1/132

BY REGISTERED POST

12th January, 1953

The Director,
Palestine Potash Limited,
62 Pall Mall,
London, S.W.1.

Dear Sir,

Further to the Notice that this Embassy served on you on the 30th October 1952 concerning the termination of the Concession held by Palestine Potash Limited, I have been instructed by my Government to convey to you the following:-

1) The Regency Council of the Hashemite Kingdom of Jordan has approved the decision of the Council of Ministers cancelling the Concession held by Palestine Potash Limited in the Kingdom of Jordan. This step has been taken after it had been proved to the Government of the Hashemite Kingdom of Jordan that the Palestine Potash Limited had violated the terms of the said Concession inasmuch as Palestine Potash Limited parted, to another Company, with the shares that it held under the Concession without obtaining the prior written consent of the Jordan Government. Thus Palestine Potash Limited have violated the terms of Article 24 of the said Concession. This decision takes effect from 30th November 1952.

(Signed) Prime Minister Tewfiq Abul Huda.

2) Whereas the Government of the Hashemite Kingdom of Jordan gave notice in writing to the Director of Palestine Potash Limited, registered in Britain, at its Registered Office, 62 Pall Mall, London, S.W.1, for the period of one month by virtue of Section A of Article 28 of the Concession for the Extraction of Salts and Minerals from the Dead Sea, such Concession being dated 1st February 1930, advising him therewith of the determination of the Government of the Hashemite Kingdom of Jordan to cancel the said Concession after the lapse of one month from the date of serving him with the notice, as it had been proved that the Company which held the Concession parted with its shares to the Dead Sea Works Limited without the written consent of the Government of the Hashemite Kingdom of Jordan, thus contravening the

terms/

19/1/132

12th January, 1953

The Director, Palestine Potash Ltd.

the terms of Article 34 of the said Concession,

And Whereas the period of one month referred to in the Notice has elapsed on the 30th November 1952, the Council of Ministers has decided to cancel the Concession held by the above Company as from the said date and to submit this decision to the Regency Council for its approval.

Dated 1st December 1952.

Certified True Copy,
Embassy of the Hashemite Kingdom of Jordan
(signed) M. Farouki.

Secretary of Embassy
12th January 1953

Please acknowledge receipt of this letter.

Yours faithfully,

(signed) F. Mulki.

Jordan Ambassador

COPY

19/1/132

BY REGISTERED POST

12th January, 1953

The Director,
Palestine Potash Limited,
63 Pall Mall,
London, S.W.1.

Dear Sir,

Further to the Notice that this Embassy served on you on the 30th October 1952 concerning the termination of the Concession held by Palestine Potash Limited, I have been instructed by my Government to convey to you the following:-

1) The Regency Council of the Hashemite Kingdom of Jordan has approved the decision of the Council of Ministers cancelling the Concession held by Palestine Potash Limited in the Kingdom of Jordan. This step has been taken after it had been proved to the Government of the Hashemite Kingdom of Jordan that the Palestine Potash Limited had violated the terms of the said Concession inasmuch as Palestine Potash Limited parted, to another Company, with the shares that it held under the Concession without obtaining the prior written consent of the Jordan Government. Thus Palestine Potash Limited have violated the terms of Article 24 of the said Concession. This decision takes effect from 30th November 1952.

(Signed) Prime Minister Tewfiq Abul Huda.

2) Whereas the Government of the Hashemite Kingdom of Jordan gave notice in writing to the Director of Palestine Potash Limited, registered in Britain, at its Registered Office, 63 Pall Mall, London, S.W.1, for the period of one month by virtue of Section A of Article 28 of the Concession for the Extraction of Salts and Minerals from the Dead Sea, such Concession being dated 1st February 1930, advising him therewith of the determination of the Government of the Hashemite Kingdom of Jordan to cancel the said Concession after the lapse of one month from the date of serving him with the notice, as it had been proved that the Company which held the Concession parted with its shares to the Dead Sea Works Limited without the written consent of the Government of the Hashemite Kingdom of Jordan, thus contravening the

terms/

19/1/132

12th January, 1953

The Director, Palestine Potash Ltd.

the terms of Article 24 of the said Concession,

And Whereas the period of one month referred to in the Notice has elapsed on the 30th November 1952, the Council of Ministers has decided to cancel the Concession held by the above Company as from the said date and to submit this decision to the Regency Council for its approval.

Dated 1st December 1952.

Certified True Copy,
Embassy of the Hashemite Kingdom of Jordan
(signed) M. Farouki.

Secretary of Embassy
12th January 1953

Please acknowledge receipt of this letter.

Yours faithfully,

(signed) F. Mulki.

Jordan Ambassador

5 + 6 cop

Embassy
~~XXXXX~~

BY REGISTERED POST

19/1/132

12th January 1953

The Director,
Palestine Potash Limited,
62 Pall Mall,
London, S.W.1.

Dear Sir,

Further to the Notice that this Embassy served on you on the 30th October 1952 concerning the termination of the Concession held by Palestine Potash Limited, I have been instructed by my Government to convey to you the following:-

1) The Regency Council of the Hashemite Kingdom of Jordan has approved the decision of the Council of Ministers cancelling the Concession held by Palestine Potash Limited in the Kingdom of Jordan. This step has been taken after it had been proved to the Government of the Hashemite Kingdom of Jordan that the Palestine Potash Limited had violated the terms of the said Concession inasmuch as Palestine Potash Limited parted, to another Company, with the shares that it held under the Concession without obtaining the prior written consent of the Jordan Government. Thus Palestine Potash Limited have violated the terms of Article 24 of the said Concession. This decision takes effect from 30th November 1952.

(Signed) Prime Minister Tewfiq Abul Huda.

2) Whereas the Government of the Hashemite Kingdom of Jordan gave notice in writing to the Director of Palestine Potash Limited, registered in Britain, at its Registered Office, 62 Pall Mall, London, S.W.1, for the period of one month by virtue of Section A of Article 28 of the Concession for the Extraction of Salts and Minerals from the Dead Sea, such Concession being dated 1st February 1930, advising him therewith of the determination of the Government of the Hashemite Kingdom of Jordan to cancel the said Concession after the lapse of one month from the date of serving him with the notice, as it had been proved that the Company which held the Concession parted with its shares to the Dead Sea Works Limited without the written consent of the Government of the Hashemite Kingdom of Jordan, thus contravening the

terms/

Embassy
xxxxxx

19/1/1953

12th January 1953

The Director, Palestine Potash Ltd.

the terms of Article 24 of the said Concession,

And Whereas the period of one month referred to in the Notice has elapsed on the 30th November 1952, the Council of Ministers has decided to cancel the Concession held by the above Company as from the said date and to submit this decision to the Regency Council for its approval.

Dated 1st December 1952.

Certified True Copy,
Embassy of the Hashemite Kingdom of Jordan

Farouki

Secretary of Embassy
12th January 1953

Please acknowledge receipt of this letter.

Yours faithfully

F. Mulki

Jordan Ambassador

R KENSINGTON 1
No 5881

387

The Director

Palestine Potash Limited,

82 Pall Mall,

S.W.1.

TEL: WESTERN 3685

Embassy of the Hashemite Kingdom of the Jordan

6, Upper Phillimore Gardens, London, W.8.

BY REGISTERED POST

19/1/132

12th January 1953

M.Y.H. LONDON
RECEIVED
13 JAN 1953
ANSWERED
FILE NO.
COPY TO JERUSALEM

Jordan

The Director,
Palestine Potash Limited,
62 Pall Mall,
London, S.W.1.

Dear Sir,

Further to the Notice that this Embassy served on you on the 30th October 1952 concerning the termination of the Concession held by Palestine Potash Limited, I have been instructed by my Government to convey to you the following:-

1) The Regency Council of the Hashemite Kingdom of Jordan has approved the decision of the Council of Ministers cancelling the Concession held by Palestine Potash Limited in the Kingdom of Jordan. This step has been taken after it had been proved to the Government of the Hashemite Kingdom of Jordan that the Palestine Potash Limited had violated the terms of the said Concession inasmuch as Palestine Potash Limited parted, to another Company, with the shares that it held under the Concession without obtaining the prior written consent of the Jordan Government. Thus Palestine Potash Limited have violated the terms of Article 24 of the said Concession. This decision takes effect from 30th November 1952.

(Signed) Prime Minister Tewfiq Abul Huda.

2) Whereas the Government of the Hashemite Kingdom of Jordan gave notice in writing to the Director of Palestine Potash Limited, registered in Britain, at its Registered Office, 62 Pall Mall, London, S.W.1, for the period of one month by virtue of Section A of Article 28 of the Concession for the Extraction of Salts and Minerals from the Dead Sea, such Concession being dated 1st February 1930, advising him therewith of the determination of the Government of the Hashemite Kingdom of Jordan to cancel the said Concession after the lapse of one month from the date of serving him with the notice, as it had been proved that the Company which held the Concession parted with its shares to the Dead Sea Works Limited without the written consent of the Government of the Hashemite Kingdom of Jordan, thus contravening the

terms/

TEL: WESTERN 3685

Embassy ~~LEGATION~~ OF THE HASHEMITE KINGDOM OF THE JORDAN

6, UPPER PHILLIMORE GARDENS, LONDON, W.8.

19/1/1953

12th January 1953

The Director, Palestine Potash Ltd.

the terms of Article 24 of the said Concession,

And Whereas the period of one month referred to in the Notice has elapsed on the 30th November 1952, the Council of Ministers has decided to cancel the Concession held by the above Company as from the said date and to submit this decision to the Regency Council for its approval.

Dated 1st December 1952.

Certified True Copy,
Embassy of the Hashemite Kingdom of Jordan

Secretary of Embassy
12th January 1953

ROYAL JORDAN LEGATION

Please acknowledge receipt of this letter.

Yours faithfully

F. Mulki

Jordan Ambassador

THE SHELL COMPANY OF PALESTINE LIMITED

DIRECTORS: SIR GUY COOPER. F. A. C. GUÉPIN. (NETHERLAND). F. G. C. MORRIS. J. W. PLATT.

ST. HELEN'S COURT, GREAT ST. HELEN'S, LONDON, E.C.3.

TELEGRAPHIC ADDRESS:
SHELL LONDON
ALL CODES USED.

TELEPHONE
AVENUE 4321

YOUR REF. OUR REF. DATE.

FUEL AND LIGHT OILS/
INDUSTRIAL TRADE DIV.

16th January, 1953.

Palestine Potash Limited,
62, Pall Mall,
LONDON, S.W.1.

Dear Sirs,

JORDAN GAZETTE.

We enclose herewith further copies of the Jordan Gazette which have just come to hand.

Yours truly,

For: THE SHELL COMPANY OF PALESTINE LIMITED

P. Thomas,

Sent by Surface Mail to Jerusalem 19/1/53

M.Y.H. LONDON
RECEIVED
19 JAN 1953
ANSWERED 19/1/53
FILE NO. M 2255
COPY TO JERUSALEM

WDL/JM

ENCLOSURE
285

THE SHELL COMPANY OF PALESTINE LIMITED

(Incorporated in Palestine with Limited Liability)

ST. HELEN'S COURT, GREAT ST. HELEN'S, LONDON, E.C.1

TELEGRAMS: "SHELLPHON, LONDON"
"SHELLPHON, AVENUE, LONDON"

TELEPHONE: AVENUE 6021

FUEL AND SLOPE OILS/
INDUSTRIAL GRADE VIV.

16th January, 1925.

Palestine Potash Limited,
62, Pall Mall,
LONDON, S.W.1.

Dear Sirs,

JORDAN DEPOSITS.

We enclose herewith further copies of the Jordan Gazette which have just come to hand.

Yours truly,

For: THE SHELL COMPANY OF PALESTINE LIMITED

MM/JA

10 JAN 1925
ANSWERED
FILED IN ...
DEPT. IN ...

Copy to Mr. Stolar ✓
" " Mr. Gestetner

6th January, 1953.

Dear Nathan,

JORDAN NEGOTIATIONS

I enclose copy of a letter that I received from the Foreign Office just before Christmas, and would be very glad to have your comments. As I read it, the Foreign Office say:-

"(a) So far as seizure of your assets in Jordan is concerned, before we will take this matter up with the Government of Jordan you must satisfy us that you have not made a breach of your Concession Agreement by selling your assets in Israel.

Even then you must fight your own battles with the Government of Jordan and only if you can get no satisfaction (and it suits us to do so) are we prepared to intervene on your behalf.

(b) So far as your claim for damages to the Northern plant is concerned you would have to prove that the damage was done by Arab military forces under the control of the Jordan Government, and not by irregular forces or looters. Even then it would be very difficult for us to support your claim."

With regard to (a) above, Sir Hartley Shawcross gave it as his opinion that our Concession is no longer valid, and this is known to the Foreign Office. Whether our Concession was valid and we made a breach of it, or whether Sir Hartley Shawcross is right, however, I do not see why the Government of Jordan can be entitled to seize our assets without compensation. In the event that our Concession was valid our defence is that we were acting under force majeure and had no option but to do what we did in selling our Israel assets. In the event that the Concession is no longer valid, for the reasons given by Sir Hartley Shawcross, and over which we have no control, nothing that I can see in the Concession Agreement entitles the Jordan Government to seize our property.

With regard to (b) above, I can see that the Foreign Office are confronted with a genuine difficulty and we have never been very hopeful that we would get much, if anything, under this heading.

Copy to Mr. Stolnar
" " Mr. Gestetner

Dear Ketan,

Indian Properties

I enclose copy of a letter that I received from the Foreign Office that bears Unpleasen, and would be very glad to have your comments. As I read it, the Foreign Office says:-

"(a) So far as assets of your assets in foreign is concerned, notwithstanding this action by with the Government of India you must satisfy us that you have not made a breach of your concession agreement by selling your assets in Tehran.

Even then remains right your can bargain with the Government of Iran and only if you can get no satisfaction (and it suits us to do so) are we prepared to intervene on your behalf.

(b) So far as your claim for damages to the Borujerd plant is concerned you would have to prove that the damage was done by Red military forces under the control of the Iranian Government, and not by irregular forces in Luristan. Even then it would be very difficult for us to support your claim."

With regard to (a) above, Sir Harold Stevenson says it is his opinion that our concession is no longer valid, and this is known to the Foreign Office. Whether our concession was valid and we made a breach of it, or whether it is merely abrogation is right, however, I do not see why the Government of Iran can be entitled to seize our assets without compensation. In the event that our concession was valid our defence is that we were acting under force majeure and had no option but to sell or give in selling our Iranian assets. In the event that our concession is no longer valid, for the reasons given by Sir Harold Stevenson, and we were in force no control, nothing that I can see in the concession agreement entitles the Iranian Government to seize our property.

With regard to (b) above, I can see that the Foreign Office are concerned with a genuine difficulty and we have never been very well satisfied that we would get even, if we did, under our claim anyhow.

With regard to assistance to Jordan under the United States Point Four Programme, my comment is that we have of course no objection to Jordan exploiting that part of the Dead Sea which lies within their territory, We share the Foreign Office's hope that they will grow very rich doing so, provided that they will first meet our just claims for compensation.

Yours sincerely,

The Rt. Hon. Lord Nathan,
20 Copthall Avenue,
E.C.2.

With regard to assistance to German under the United States Point Four Programme, my comment is that we have of course no objection to Jerdan supplying that part of the Dead Sea which lies within their territory. We share the Foreign Office's hope that they will grow very rich doing so, provided that they will first meet our just claims for compensation.

Yours sincerely,

The Rt. Hon. Lord Reading,
20 Portman Avenue,
W.2.

P.S. On re-reading this it seems to me we should write to the Foreign Office, setting out our claims under the three separate headings of:-

(a) Compensation for damage done to the Northern plant.

(b) Compensation for loss of our concessionary rights in Jordan territory.

(c) Compensation for loss of physical assets in Jordan territory.

I am not sure how far we can satisfy the Foreign Office that we have a clear case under (a). So far as (b) is concerned, and if we accept Sir Hartley Shawcross's opinion, we have no claim. If, on the other hand, we can get other legal opinion to the effect that our Concession is still valid our defence might be that we sold our assets in Israel as a consequence of force majeure.

So far as (c) is concerned we have, I think, a clear claim for compensation whether our Concession is valid and we made a breach of it or whether it has lapsed, as claimed by Sir Hartley Shawcross.

8.3. On re-reading this it seems to me we should write to the Foreign Office, setting out our claims under the three separate headings of:-

(a) Compensation for damage done to the northern plant.

(b) Compensation for loss of our concessionary rights in German territory.

(c) Compensation for loss of physical assets in German territory.

I am not sure now for we can satisfy the Foreign Office that we have a clear case under (a). As far as (b) is concerned, and if we accept Sir Harley Shawcross's opinion, we have no claim. If, on the other hand, we can get other legal opinions to the effect that our Concession is still valid, our defence might be that we hold our assets in Israel as a consequence of force majeure.

As far as (c) is concerned we have, I think, a clear claim for compensation whether our Concession is valid and we made a breach of it or whether it has lapsed, as claimed by Sir Harley Shawcross.

EMBASSY OF ISRAEL
2 PALACE GREEN
LONDON, W.8
WESTERN 8091

שגרירות ישראל
לונדון

GA/2240/40318

15 July 1954

PERSONAL

Mr. G.A. Stolar,
Palestine Potash Company,
62, Pall Mall,
London, S.W.1.

For Embassy file

Dear Mr. Stolar,

Thank you so much for your notes of 13th July which I found most interesting and informative.

With kindest regards,

Yours sincerely,

Gershon Avner

Gershon Avner

M.Y.H. LONDON
RECEIVED
19 JUL 1954
ANSWERED.....
FILE NO.....
COPY TO JERUSALEM .....

Radlett 6869

Clifford Lodge,
40, Aldenham Avenue,
Radlett,
Herts.

24 June 1954

Jordan

My dear Stalar,

Thanks for your letter.

I entirely agree that it is no use trying to re-open the matters at present. I doubt if I have at present even your limited optimism. When people's passions are roused, one can seldom appeal successfully to their true interests. And the split in the Arab League, now apparent, has always been there, and indeed normally exists more than two camps.

Yours sincerely

Boughton

INTERNATIONAL PRESS-CUTTING BUREAU
19, GROSVENOR PLACE, LONDON, S.W.1

Extract from
Egyptian Gazette, Cairo

5 JAN 1953

U.S. firm to operate Dead Sea Salts Works

Amman, Jan. 4.

AN American company has been invited by Jordan to operate Dead Sea Salts Works.

During the Palestine mandate an Anglo-Jewish company operated them with a concession for 66 years. Jordan has informed the company in London of the end of the concession.

The American company will study and make plans for six months, then start work. Once the salts (chlorine, iodine, potash, etc.) are on the market, Jordan's economy will improve as the salts are in great demand in world markets.

This is one of the steps Jordan expects to take to balance its finances. Now, imports far exceed exports. Others, are phosphate and manganese mines which are under study.

Limited resources

Although Jordan's resources are limited the country was doing its best to increase production, Sayed Mussa Nasser, the Finance Minister, said here in a statement. "But this will not finally settle our problem," he added.

He said that Jordan's economic policy was naturally being worked out within the framework of the general Arab policies.

The Minister declared that the Palestine refugee problem was one of the main Arab problems at present; it was necessary to take active steps to improve their conditions. But political action would also be necessary if the problem were to be solved.

Their return to their former homes and the restoration of their property to them were essential and natural, he said.

Meanwhile, it is reported from London that Mtre. Jamal Nasser, an Arab barrister, is approaching members of Parliament to explain to them the serious economic situation in Jordan, especially the heavy financial burden caused by the presence in Jordan of a large number of the Palestine Arab refugees.

He will particularly stress the need for foreign capital. His observations and suggestions will be based on personal experience during his recent visit to Jordan. His approaches will be unofficial. — A.P. and A.N.A.

'S N.A.S.R. RAC

3) ROCK (Mr. L. Sednaoui) 9.
Angelo Jr.
4) Lux.

Won by 3/4 l., 1 1/4 l. Time: 1.
2/5. Trainer: S. Hegelan. Winner
paid P.T.22. Places: 14, 20, 16. Twin-
Tote: P.T.252.

S.P.. Rock 53, Eclair 29, Melki
426, Hakim and Mansur 60, Almaz
22, Barani 134, Fatin 260, Fayik 296,
Lux 788.

3.45 — CAIRO DERBY
L.E.600. 9 1/2 fgs.

1) TOPAZE (Mr. M. Eliakim) 7.7
Spinetoli.
2) SHARRAR (Mr. D. Ades) 7.13
Rochetti.
3) GERONIMO (Ratib Stables) 8.4
Francis.
4) Tahdim.

Won by 2 1/2 l, 1 3/4 l. Time: 2.7
2/5. Trainer: Abul Kheil. Winner
paid P.T.74. Places: 15, 38, 59. Twin-
Tote: P.T.2046.

S.P.: Affiungi 24, Sawafir 162,
Rannan 302, Mon Bey 30, Geronimo,
395, Saphir and Topaze 74, Sharrar
123, Mohsen 248, Trigger 60, Merazi
195, Boustany 598.

4.20 — PONY H'CAP.
L.E.250. 7 fgs.

1) TOUTE SUITE (Mr. Ch. Hanna)
8.7 Angelo Jr.
2) NIMROD (R. M. Hussein) 7.2
Hafez.
3) SOFFER (Mr. A. Mazloum) 7.4

P.T.338.

S.P.: Zaghloul 252, Toute Suite 1
Holo 159, Khalil 62, Fayrouz 25
Nimrod 112, Furioso 38, Soffer 7
Tahdim 292.

4.50 — PIRUES STAKES.
L.E.180. 4 1/2 fgs.

1) ZARIF TANI (Mr. M. Farghal
8.11 Angelo Jr.
2) ARNUS (Mr. A. Debbas) 9.5 Bo
danich.
3) BINT SAWAFI (Mr. Sh. Shush
8.11 Ozeri.
4) Satinette.

Won by 1 1/4 l. sh. head. Tim
1.0 2/5. Trainer: Perera. Winn
paid P.T.25. Places: 19, 23,
Twin-Tote: P.T.140.

S.P.: Shakker, Mogazef and Za
Tani 25, Arnus 31, Sniler 291, S
tinette 830, Rayhana 103, Bint S
wafi 156, Nissma 24.

DOUBLE TOTES

P.T.20: Awantagui on Almaz p
P.T.440.
P.T.20: Almaz on Topaze paid P
777.
P.T.50: Topaze on Toute Suite p
P.T.1550.
P.T.100: Toute Suite on Zarif T
paid P.T.973.

COPY.

File Jordan

EXTRACT FROM EGYPTIAN GAZETTE, CAIRO.
dated the 5th January,
1953.

C/Bonne
27/2

U.S. FIRM TO OPERATE DEAD SEA SALT WORKS.

Amman, Jan.4.

An American Company has been invited by Jordan to operate Dead Sea Salts Works. During the Palestine mandate an Anglo-Jewish company operated them with a concession for 66 years. Jordan has informed the company in London of the end of the concession.

The American company will study and make plans for six months, then start work. Once the salts (chlorine, iodine, potash etc.) are on the market, Jordan's economy will improve as the salts are in great demand in world markets.

This is one of the steps Jordan expects to take to balance its finances. Now, imports far exceed exports. Others, are phosphate and manganese mines which are under study.

Limited Resources.

Although Jordan's resources are limited the country was doing its best to increase production. Sayed Mussa Nasser, the Finance Minister, said here in a statement "But this will not finally settled our problem" he added.

He said that Jordan's economic policy was naturally being worked out within the framework of the General Arab Policies.

The Minister declared that the Palestine refuee problem was one of the main Arab problems at present; it was necessary to take active steps to improve their conditions. But political action would also be necessary if the problem were to be solved.

Their return to their former homes and the restoration of their property to them were essential and natural, he said.

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(Continued)

especially the heavy financial burden caused by the presence in Jordan of a large number of the Palestine Arab refugees.

He will particularly stress the need for foreign capital. His observations and suggestions will be based on personal experience during his recent visit to Jordan. His approaches will be unofficial.

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interim, was ma[illegible]
a total of 14 per cent.

Mr. G. M. Sheppard is chairman.

PALESTINE POTASH 2

NOT AFFECTED BY JORDAN DECISION

The Palestine Potash Company will not be affected by the decision of the Jordan Government to abolish the company's concession in Jordan.

A spokesman for the company told THE FINANCIAL TIMES yesterday that it was not operating in Jordan.

Palestine Potash was now a holding company, with interests in the Israeli Government concern Mifalei Yam Hamelah B.M. (Dead Sea Works). Under an agreement between Palestine Potash and Dead Sea Works, reached last year, the assets of Palestine Potash outside Jordan were taken over by Dead Sea Works in consideration for the issue of shares in that concern.

The spokesman added, however, that the company did not accept the Jordan Government's decision. The original concession of the Palestine Potash Company was negotiated jointly with the Israeli and Jordan Governments and Jordan had not the right to abolish it unilaterally.

PERAK RIVER HYDRO

on the banks and hence on the availability of cash. But if the Chancellor is to come anywhere near his Budget estimates there must still be considerable pressure on the volume of bank deposits, which could bring a corresponding pressure on gilt-edged. It is here that the War Bond repayment could be a factor, for although its date is not until March 1, preparatory buying by the Government Departments would bring the smoothing-out effect forward to around the time the pressure of tax payments on available funds is at its height.

WARING & GILLOW

A group of investors and investment houses, headed by the merchant bankers S. G. Warburg and Co., are now revealed as the purchasers of the £128,000 of Waring and Gillow Convertible Notes to which I referred this week. This holding was acquired from the Industrial and Commercial Finance Corporation, and raises the holding of the group in question to over one-half of the Note issue of £349,000. They are believed to have no Ordinary shareholding. When the Notes are converted into Ordinary stock on the basis of £2 of Notes

With the Compliments of: *Avenue* 2741-3

DORLAND

(CITY) LTD

1, ROYAL EXCHANGE AVENUE
LONDON, E.C.3

FINANCIAL PUBLICITY AND ADVERTISING

2nd. January 1953.
Financial Times.

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M.Y.H. LONDON
RECEIVED
5 JAN 1953
ANSWERED.....
FILE NO.....
COPY TO JERUSALEM.....

With the Compliments of: *Avenue* 2741-3

DORLAND

(CITY) LTD

1, ROYAL EXCHANGE AVENUE
LONDON, E.C.3

FINANCIAL PUBLICITY AND ADVERTISING

3rd. January. 1953.

Financial Times.

Jordan

PALESTINE POTASH

THE FINANCIAL TIMES has been asked to point out that the original concession of the Palestine Potash Company, granted in 1930, was negotiated through the High Commissioner for Palestine and Transjordan on behalf of both countries.

M.Y.H. LONDON
RECEIVED
- 5 JAN 1953
ANSWERED.....
FILE NO.....
COPY TO JERUSALEM .....

COPY

FOREIGN OFFICE,
S.W.1.

File Jordan

August 11, 1954.

(VJ 1291/5)

Dear Glenconner,

You will remember that on June 22 I wrote to tell you that we were asking the Embassy at Amman to convey to the Jordan Government on your behalf your Company's offer to sell their earthworks at the south end of the Dead Sea in settlement of claims by both sides.

The Embassy in Amman have now replied to our letter and say that they believe that an approach on these lines is unlikely to achieve any result unless it can be supported by further arguments.

In particular, they would like some data with which to justify the figure of £100,000 as a fair price for your earthworks and other installations in Jordan territory at the south end of the Dead Sea. It would also be of great assistance if you could specify their nature and location in relation to the Jordan-Israel Armistice Line. Could you perhaps let us have a sketch-map?

Yours sincerely,

(Sgd.) P. S. Falla

The Lord Glenconner,
4 Copthall Avenue,
London, E.C.2.

M.Y.H. LONDON
RECEIVED
20 AUG 1954
ANSWERED.....
FILE NO.....
COPY TO JERUSALEM .....

M.Y.H. LONDON
RECEIVED
20 AUG 1954
ANSWERED.....
FILE NO.....
COPY TO.....

Private and confidential

22nd June, 1954

Sir Hugh Dow,
Clifford Lodge,
Aldenham Avenue,
Radlett, Herts.

Re: Jordan

Dear Sir Hugh,

I was delighted to see you again the other day at the meeting of the Royal Central Asian Society, and hope that now that your job in Kenya is over you will have a well-earned rest.

I have been in touch with my Board regarding the matter we discussed and have just received their reply. The gulf between Israel and Jordan seems to be getting more unbridgable than ever. No doubt you have noticed this from accounts in the Press. Until the situation improves between the two countries, our people believe that there is little point in conducting negotiations with the Jordan Authorities concerning the matter at issue.

Personally, I believe that recent developments in the Middle East, with the apparent split of the Arab League into two camps and Jordan's inability to attract foreign investors so long as the existing tension with Israel continues, may induce a more reasonable frame of mind among some of the people who persist in being intransigent. This may take some time to develop but if it should I will get in touch with you without delay.

Yours sincerely,

G. A. Stolar

GAS/JH

22nd June, 1954

Sir Hugh Down

COPY

Embassy of the Hashemite
Kingdom of Jordan,
7 Palace Green, W.8

19/1/5292

The Chairman,
Palestine Potash, Ltd.,
62 Pall Mall, S.W.1.

March 31, 1954

Dear Sir,

Determination of the Concession dated 1.2.30
Reference your letter of 10.4.53

In reply to your letter to His Excellency the Prime Minister, requesting reconsideration of the termination of the concession formerly held by The Palestine Potash Limited, I am instructed to advise you that the Go vernment's decision in this matter is unchanged, and remains as outlined in their letter dated 17th September, 1953, signed by H.E. The Prime Minister and enclosed with our letter ref: 19/1/4428 dated 19th November, 1953.

Yours faithfully,

(Signed) S. F. NABULSY

Suleiman Nabulsi
Ambassador

מפעלי ים המלח בע"מ

MIFALEI YAM HAMELAH B. M.

CABLES: ISRAPOTASH
PHONE: 4241

POTASH HOUSE,
KING GEORGE AVENUE,
JERUSALEM, ISRAEL
P.O.B. 773

OUR REF: 1/11/L.596

DATE 4th March, 1954.

From:	To:
JERUSALEM OFFICE	LONDON OFFICE

File Jordan

Dear Stolar,

... Enclose and Extract from the Reports of the proceedings of the Jordan House of Representatives, which appeared in the Jordan Offial Gazette.

Lord Glenconner may be interested in this report, and I therefore suggest you pass one copy on to him.

Yours sincerely,

Citron

Sgd. A. Citron
AC/hl

M.Y.H. LONDON
RECEIVED
- 8 MAR 1954
ANSWERED.....
FILE NO.....
COPY TO JERUSALEM .....

מרכז הסוכנות של ישראל

MIFALEI YAM HAMELAH B. M.

ROTA HOUSE
KING DAVID AVENUE
JERUSALEM ISRAEL
P.O.B. 775

OUR REF. 1/1/1.595 DATE 4th March, 1954.

FROM:	TO:
JERUSALEM OFFICE	LONDON OFFICE

Dear Colleagues,

... Enclosed and further from the Reports of the proceedings of the Jordan House of Representatives, which appeared in the Jordan Official Gazette.

Lord Glenconner may be interested in this report, and I therefore request you pass one copy on to him.

Yours sincerely,

Sgd. A. Dalton
AD/Pl

M.Y.H. LONDON
RECEIVED
- 8 MAR 1954
ANSWERED.....
FILE NO.....
COPY TO JERUSALEM .....

~~Translation from Hebrew~~

Extract from the Crown address read at the session of the House of Representatives and the Senate in Amman on the 1st November, 1953.

In the economic field my Government concentrated all its efforts and interest in the development of the mineral riches of the country. My Government has entered into a Contract with an American firm for the exploitation of Potash from the Dead Sea, following the cancellation of the concession of the former Company.

- - - - - - - - - - -

Extract from the Senate Committee Report replying to the address from the Crown at the session of the Senate of 7th November, 1953.

5. In the address from the Crown it was mentioned that the Government had concentrated its main efforts in the exploitation of the mineral riches of the country, and had entered into a Contract with an American firm for the exploitation of Potash.

The attention of the Committee has been drawn to whether in fact the Government had entered into a Contract with an American firm for the exploitation of Potash, contrary to Article 117, contrary to the Constitution which requires that any concessions or rights for exploitation of mineral resources in the country to be approved by law. On investigation the Committee found that no contract whatever for the exploitation of mineral resources had been entered into, but that an agreement had been reached for negotiations, and not for exploitation.

The Minister of Agriculture and Deputy Minister of Economics, El Sayid Hachmat El Mitzri: ..... Upon cancellation of the concession to the Potash Company the Government entered into a Contract with an American Company for the exploitation of Potash. I repeat, that the Government did not grant a concession to the Company, but entered into a Contract with them for the preparation of a survey and all such matters connected therewith. On completion of these tests and the survey, the Government will be able to announce a competition for the concession which shall be granted to the one which shall submit the most favourable proposal. The Government do not contend that they themselves were responsible for all the steps undertaken till now. The previous concession was cancelled last year by the former Goverment, and the present Government has continued in the realization of the plans. Many years shall yet elapse and many Governments shall yet come before this project can be carried out.

- - - - - - - - - - - - - - -

SO/sf
3.3.54

Translation (continued):

Extract from the Crown address read at the session of the House of Representatives and the Senate in Amman on the 1st November, 1955.

In the accounts field my Government concentrated all its efforts and interest in the development of the mineral wealth of the country. My Government has entered into a Contract with an American firm for the exploitation of potash and this has led to the development of the country.

- - - - - - - - - - - -

Extract from the Senate Committee Report replying to the address from the Crown at the session of the Senate on 7th November, 1955.

5. In the address from the Crown it was mentioned that the Government had concentrated its main efforts in the exploitation of the mineral riches of the country, and had entered into a Contract with an American firm for the exploitation of Potash.

The attention of the Committee has been drawn to the fact that the Government had entered into a Contract with an American firm for the exploitation of Potash, contrary to Article 177, contrary to the Constitution which requires that any concessions or rights for exploitation of mineral resources in the country be approved by law. In investigating the Committee found that no contract whatever for the exploitation of mineral resources had been entered into, but that an agreement had been reached for negotiations, and not for exploitation.

The Minister of Agriculture and Deputy Minister of Economic, Mr. Said Hiyari (Minister): .....Upon cancellation of the concession to the Potash Company the Government entered into a Contract with an American Company for the exploitation of Potash. I repeat, that the Government did not grant a concession to the Company, but entered into a Contract with them for the preparation of a survey and all such matters connected therewith. On completion of these tests and the survey, the Government will be able to announce a competition for the concession which shall be granted to the nation which shall submit the most favourable proposal. The Government do not contend that they themselves were responsible for all the steps undertaken until now. The Jordan concession was cancelled last year by the former Government, and the present Government has continued in the realization of the plans. Many years shall yet elapse and many Governments shall yet come before this project can be carried out.

- - - - - - - - - - - - - - -

DO/af
2.3.56

איגרת אויר
AEROGRAMME

EXPRESS

דואר אויר
100
ISRAEL
ישראל

82 PALL MALL
S.W.1.

EXPRESS

(21)

G.A. Stolar, Esq.
~~14, Queen's Gate,~~
~~London, S.W.7.~~

דואר אויר
PAR AVION

L.M.S.
SOUTH KENSINGTON
12 SEP 1954
18 SEP 1954

קפל שלישי

אם יושם משהו בפנים, תישלח האיגרת בדואר רגיל.

EXPEDITEUR - השולח

30 Gaza Road,
Jerusalem, Israel.

קפל שני

קפל ראשון

Confidential

30, Gaza Road, Jerusalem.
8th September, 1954.

Jordan

Dear Stolat,

I have your letter No.3414 of the 23rd ultimo and the enclosed copy of a letter from the Foreign Office to Lord Glenconner, dealing with P.P.L's claim from Jordan.

As you know, in an exchange of letters dated 24th July, 1952, between Lord Glenconner and myself, the following is stated:-

My letter to Lord Glenconner:

> "...in view of our interest in the negotiations with Jordan, I shall be pleased to hear from you that you will keep us informed of progress and carry us with you in the making of any decisions."

Lord Glenconner's letter to me:

> "... I further confirm that I will keep your Company informed and carry you with us in making any decisions in regard to the negotations with Jordan."

I understand this to mean that before making a decision to submit to the Jordan Government a request to pay £100,000 for P.P.L's earthworks and other installations in Jordan territory etc. - which, from what is said in the last paragraph [illegible] e Foreign Office's letter to Lord Glenconner, seems to have [illegible] ade - P.P.L. should have contacted us.

I wonder if you could find a suitable occasion to d[illegible] d Glenconner's attention to the fact that the promise ma[illegible] the exchange of letters referred to above, has been overl[illegible]d.

Yours sincerely,

[illegible]

2714 25th January, 1954

Air Mail

PRIVATE

A. Zipstein, Esq.

Dear Mr. Zipstein,

I do not know whether Glenconner sent you a copy of his letter of the 19th January to the Jordan Embassy. A copy is attached herewith. It has been forwarded to Amman through one of the men at the Jordan Embassy whom I have known for some time. I still feel that little, if anything, will come out of all this, that the Jordanians are merely marking time, and that it is all "une grande pagäie".

I have received your personal letter of the 6th January with enclosure, but have been so busy recently that I have barely had time to glance at it. I will consider the matter carefully, and write to you as soon as I can.

Yours sincerely,

G. A. Stolar

Enc.
GAS/JH

TEL: WESTERN 3685

Embassy
~~XXXXX~~
LEGATION OF THE HASHEMITE KINGDOM OF THE JORDAN

6, UPPER PHILLIMORE GARDENS, LONDON, W.8.

19/1/4935

22nd January, 1954

Dear Mr. Stolar,

Thank you for your letter of the 21st January enclosing letter from Lord Glenconner addressed to His Excellency The Prime Minister, which I will have much pleasure in sending to Jordan by the first Diplomatic Bag.

With kind regards,
Yours sincerely,

Y. Taji Farouki

G.A. Stolar, Esq.,
Palestine Potash Ltd.,
62, Pall Mall,
S.W.1.

M.Y.H. LONDON
RECEIVED
25 JAN 1954
ANSWERED.....
FILE NO.....
COPY TO JERUSALEM.....

21st January, 1954.

file · Jordan

Dear Mr. Farouki,

The other day we received a letter from His Excellency the Ambassador enclosing the reply of His Excellency the Prime Minister dated September 17th, 1953 to Lord Glenconner. I am enclosing Lord Glenconner's reply of 19th January and would be very grateful if it could be forwarded through the bag, as you have been good enough to arrange in the past.

Yours sincerely,

Enc.

G. A. Stolar

T. Y. Farouki Esq.,
Embassy of the Hashemite Kingdom of Jordan,
6 Upper Phillimore Gardens,
London, W.8.

Copy to Mr. P.S. Falla, Foreign Office
" " Mr. G.A. Stolar

M.Y.H. LONDON
RECEIVED
21 JAN 1954
ANSWERED.....
FILE NO.....
COPY TO JERUSALEM

19th January, 1954.

His Jordan
of sig to
Foreign Office
London
21/1

Your Excellency,

I have the honour to acknowledge receipt of your Excellency's letter addressed to me and dated 17th September, 1953, which was forwarded to me by His Excellency the Ambassador of Jordan under cover of a letter dated 9th November, 1953.

C/AZ
22/1

I must respectfully inform your Excellency that the Company cannot accept the contention, reaffirmed in your Excellency's letter, that the Company's Concession of 1st January, 1930, has been validly determined. The Company is advised that the replies set out in your Excellency's letter do not constitute an effective answer in law to the points raised in my letter of 10th April, 1953.

If your Excellency so desires I will, of course, be pleased to explain fully why the Company is so advised.

Since receiving your Excellency's letter I have received from H.B.M.'s Foreign Office a copy of a letter dated 8th November, 1953, written by the Under Secretary of the Ministry of Economy of the Government of Jordan to H.B.M.'s Commercial Attache in Amman.

In response to the suggestion in that letter that the Company might draft a Memorandum setting out its point of view and address it to the Jordan Government for consideration I would submit the following points for consideration by the Government:-

(1) The Company is a British Company over 50% of whose shares are held in London by very influential British Institutions. Thus nearly all the Company's Preference Shares are held by the great London Insurance Companies.

Copy to Mr. P.S. Vaila, Foreign Office
" " Mr. G.A. Stolar

[illegible]

[illegible]

[illegible]

(2) Since the grant of the Concession in 1930 and until 1948 the Company was actively engaged in developing the Dead Sea area to the mutual advantage of that area and the Company though, as regards the latter, benefits from the necessary preparatory work of construction of plant and installation of machinery were only just beginning to flow in 1948.

In that year, through no fault of its own, the Company was overtaken by what can only be described as a catastrophe in which a large part of its work was wiped out virtually overnight.

(3) After exploring without success every possibility of repairing this damage, the Company found itself in 1952, as I am sure Your Excellency appreciates, without any practical alternative but to approach the Government of Jordan as it did by my letter of 18th July, 1952, to the then Prime Minister and at the same time open negotiations with Dead Sea Works Limited.

In 1948 the Company was and is now the owner of very valuable assets and acquired rights in Jordan.

As I have said, the Company is advised that its legal position has been in no way affected by the Notice purporting to determine the Concession of 1st January 1930 which was served upon it but I would respectfully submit that even if that were not so, it would be contrary to every principle of justice that it should be deprived of its assets and rights in Jordan without any compensation.

The Government of Jordan is respected in England as a Government which scrupulously honours its obligations. I am most reluctant to believe that it will refuse to recognise this English Company's legitimate claims and thus seek to deprive English shareholders of any reimbursement of the funds which they have laid out for the development of the natural resources of Jordan.

(4) Furthermore, I believe that an Agreement between the Company and the Government of Jordan on the lines I have already had the honour to suggest to your Excellency would be very much in the best interests of both the Government and the Company.

For these reasons I trust that I may hear from Your Excellency that the Government of Jordan will now enter into negotiations with the Company to this end.

(2) Since the grant of the concession in 1930 and until 1935 the Company was actively engaged in developing the head area to the mutual advantage of Jordan and the Company though, as regards the latter, despite from the necessary preliminary work of construction of plant and installation of machinery were only just beginning to flow in 1935.

In this way through no fault of its own, the Company was overtaken by what can only be described as a catastrophe in which a large part of its work was wiped out virtually overnight.

(3) After enjoying without success every possibility of requiring this damage, the Company found itself in 1952, as I am sure Your Excellency appreciates, without any practical alternative but to present the circumstances of Jordan as it did by my letter of 16th July, 1953, to the then prime minister and at the same time open negotiations with Sand on terms that.

In light the Company was and is now the owner of very valuable assets and required rights in Jordan.

As I have said, the Company is aware that the legal position has been in no way affected by the notice purporting to determine the Concession of 1st January 1930 which was served upon it but I would respectfully submit that even if that were so, it would be contrary to every principle of justice that it should be deprived of its assets and rights in Jordan without any compensation.

The Government of Jordan is respected in England as a Government which scrupulously observes its obligations. I am most reluctant to believe that it will refuse to recognise the British Company's legitimate claims and thus open to disparate English shareholders of any relationship of the Jordan which they have laid out for the development of the natural resources of Jordan.

(4) Furthermore, I believe that an agreement between the Company and the Government of Jordan at the stage I have already had the honour to suggest to Your Excellency would be very much in the best interests of both the Government and the Company.

For these reasons I trust that I may hear from Your Excellency that the Government of Jordan will now enter into negotiations with the Company to this end.

Please accept, Excellency, the assurances of my highest esteem.

PALESTINE POTASH LIMITED

Chairman

His Excellency Dr. Fawzi Mulki,
Prime Minister of the Hashemite Kingdom of the Jordan,
Amman,
Jordan.

2255

2555 2617 1st January, 1954

Air Mail

A. Zipstein, Esq.

PRIVATE AND CONFIDENTIAL

Dear Mr. Zipstein,

Jordan

Referring to your letter 12/9/L.350 of December 9th, I have not had an opportunity so far of seeing or speaking to Glenconner, but I understand from Pybus that on the advice of the Foreign Office here Glenconner is preparing another memorandum for transmission to the Jordan Government after showing the text to the Foreign Office. Glenconner is away on New Year's vacation in Scotland, but as the date of his return is not known, the message has been transmitted to him conveying your interest in any recent developments.

Yours sincerely,

G. A. Stoler

GAS/JH

With the Compliments of: *Avenue* 2741-3

DORLAND

(CITY) LTD

1, ROYAL EXCHANGE AVENUE
LONDON, E.C.3

FINANCIAL PUBLICITY AND ADVERTISING

29th. December 1952.

Financial Times.

PALESTINE POTASH

ORDER ABOLISHING CONCESSION

AMMAN, Dec. 27.

The Jordan official Gazette has published an ordinance approving a Government decision to abolish the Palestine Potash Company's concession.

The Gazette said that a month ago the company announced that it had given its share of the concession to the Dead Sea Deeds Company without the approval of the Jordan Government. This action was contrary to Article 24 of the concession agreement, the Gazette added.—Comtel.

Times.

PALESTINE POTASH DECISION

AMMAN, Dec. 27.—The Jordan official *Gazette* has published an ordinance approving a Government decision to abolish the Palestine Potash Company's concession. The *Gazette* said that a month ago the company announced that it had given its share of the concession to the Dead Sea Deeds Company without the approval of the Jordan Government. This action was contrary to article 24 of the concession agreement, the *Gazette* added.—*Comtelburo.*

M.Y.H. LONDON
RECEIVED
30 DEC 1952
ANSWERED.....
FILE NO.....
COPY TO JERUSALEM.....

Copies to: Lord Nathan
Mr. Brodie
Mr. Szold
Mr. Stolar ✓

RFL LONDON
RECEIVED
25 NOV 1952

17th November, 1952.

Dear Ross,

PALESTINE POTASH LIMITED

In my last letter to you of 7th November I said that I was waiting to hear the views of our American Directors, and I attached a copy of the notice terminating our Concession, which was handed to me by the Jordan Minister.

We do not accept that the Government of Jordan is within their rights to terminate our Concession for the reasons which they give, and we attach considerable value to these rights and to our physical assets at the south end of the Dead Sea in Jordan territory. Moreover, and as you already know, the Company considers that it has a heavy claim against Jordan for the deliberate and extensive damage which they did, or permitted Arab nationals to do to our Northern plant when it was occupied by their armed forces.

We are advised, however, that even with the assistance of H.M. Government an action could not be brought against Jordan at the International Court, as they are not a member of it, and the prospect of bringing an action in the Jordan courts is not a promising one.

We therefore trust that H.M. Government may be willing and see their way to protect the interests of a British Company which has been the innocent victim of Jordan armed forces and looters, and whose remaining physical assets and concessionary rights in Jordan territory the Government of Jordan now propose to confiscate and abolish without payment or compensation.

In this connection, our American Directors write:-

> "Even a sum of £150,000 does not amount to 10% of the losses we have suffered at the Northern plant, and these losses are directly chargeable to Jordan for its indefensible destruction of the Northern property. If we have transferred our property in Israel in alleged violation of the Concession, we have done so only because the events set in motion by Jordan's wrong-doing

made such action ineluctable. Jordan now seeks to terminate our Concession with unclean hands, and seize those of our assets within its grasp which it has not already destroyed. We should, therefore, press for at least a small fraction of the value of the physical assets which Jordan has either destroyed or proposes now to appropriate. In our view, such sum should not be less than £150,000, which we have mentioned above."

Our American Directors go on to say that they have good reason to believe that Jordan has asked the American Government, under the Point 4 Assistance Plan, to advise them in the erection and operation of a potash plant at the northern end of the Dead Sea. It would also appear that the U.S. Government Agency concerned has agreed to render such assistance, which will involve very substantial financial help from the Government of the United States to the Government of Jordan.

It would seem to us that if Jordan's contempt for the property of a British Company, as exemplified by the destruction of our Northern plant and the unilateral denunciation of our Concession, is recognised in such a way by the Government of the United States, hopes of preserving British interests in Arab countries will receive another serious blow.

We trust, therefore, that H.M. Government will advise the Government of the United States against assisting Jordan under the Point 4 Plan for this particular purpose, unless Jordan is prepared to pay us adequate compensation as part of a negotiated settlement of all claims which either party may have against the other.

I will be very glad if you will let me know when you would be able to give me another meeting.

Yours sincerely,

A.DM. Ross, Esq.,
FOREIGN OFFICE,
Eastern Department,
S.W.1.

Copy to: Lord Nathan
Mr. Stolar ✓

17th November, 1952.

My dear Brodie,

Many thanks for your letters of 4th and 12th November, both of which reached me today.

I have now written to Mr. Ross, and attach copy of my letter. As you will see, I have suggested that the Foreign Office should make a protest to the Government of the United States against financial assistance being extended to Jordan under the Point 4 Plan. If they refuse to do this, however, I think we should lodge a protest, and we will be very grateful if you will do it for us. My reason for this is that it seems to me that if we do not even protest the inference must be that we feel Jordan is within her rights in cancelling our Concession and in refusing to negotiate a proper settlement.

Thank you also for your further information on your negotiations over the million dollar loan.

With best wishes.

Yours ever,

RFL LONDON
RECEIVED
25 NOV 1952

Mr. I.B. Brodie,
521 Fifth Avenue,
NEW YORK, 17.

Co. ? to: Good Matthew
Mr. Stolar

17th November, 1932.

My dear Brodie,

Many thanks for your letters of 11th and 15th November, both of which reached me today.

I have now written to Mr. Moore, and attach copy of my letter. As you will see, I have suggested that the foreign office should make a protest to the government of the Danish Colonies against financial restrictions being imposed to Jewish under the Danish flag. If they refuse to do this, however, I think we should lodge a protest, and we will be very interested if you will do it for us. My reason for this is that it seems to me that if we do not even protest the inference might be that we had certain rights in Greenland but are willing to surrender our rights in Greenland and in refusing to negotiate a proper settlement.

Thank you very much for your Jewish Encyclopedia on any negotiations over the million dollar loan.

With best wishes.

Yours ever,

NYC LIBRARY
NOV 17 1932

Mr. L.E. Brodie,
521 Fifth Avenue,
New York, N.Y.

COPY

521 Fifth Avenue,
NEW YORK 17, N.Y.

RPL LONDON
RECEIVED
25 NOV 1952

November 4, 1952.

Spoke to L.G. 28/11
he sent letter 28/11
to A.Z. and
Jordan
Counsel

The Rt. Hon. Lord Glenconner,
4 Copthall Avenue,
London, E.C.2., England.

My dear Glenconner,

I am in accord with the reasoning and the conclusions which you set forth in your letter to Lord Nathan, a copy of which, together with other enclosures, you transmitted to me with your letter of the 30th ultimo, except as to the payment we should demand from the Jordan Government. We should ask for a payment of at least £150,000. Even this sum is small in comparison with the losses we have suffered at the Northern Plant site which losses are directly chargeable to Jordan for its indefensible destruction of the Company's property. If we have transferred our property in alleged violation of the Concession we have done so only because the events set in motion by Jordan's wrongdoing made such action ineluctable. The broad equities, apart from legal quibbling, are all in our favour. Jordan now seeks to terminate our Concession with unclean hands. We should therefore press the Foreign Office to see to it that we get at least a small fraction of the value of the physical assets which Jordan has either destroyed or appropriated. I realize that you on the ground are in a better position to determine what is or is not possible. I must therefore in the last analysis be guided by your decision, but I hope you will be good enough to exhaust every possibility before you agree to accept a smaller amount.

I have very solid reasons to believe that Jordan has asked the appropriate division of our Government operating under the Point 4 Assistance Plan to advise them in the erection and operation of a potash plant at the northern end of the Dead Sea. This Government agency has agreed to render such assistance. It may be advisable for me now, in behalf of our Company, to protest against the rendering of such aid which, I understand, will involve a very substantial outlay on the part of our Government. Possibly you can use this information effectively in your discussions with the Foreign Office. In any event let me know whether I should, in behalf of our Company, lodge a protest with our Government in this connection. I have a feeling that such a protest might be helpful to us in the present circumstances.

May I suggest that we should not, until our differences with Jordan have been completely settled, admit either tacitly or expressly that our Company has done anything in violation of the Concession. I was very glad to note that in your reply to the Jordan Ambassador you reserved all of the Company's rights under the Concession. Such reservation should be continued in all our dealings with Jordan.

With warmest greetings, I am, as ever,

(Sgd.) ISRAEL B. BRODIE.

COPY

502 Park Avenue,
New York 22, N.Y.

November 6, 1952.

The Rt. Hon. Lord [illegible],
4 Portland Avenue,
[illegible],
[illegible].

My dear Ambassador,

I am in accord with the reasoning and the conclusions which you set forth in your letter to Lord Reading, a copy of which, together with the cabinet memorandum, you transmitted to me with your letter of the 4th inst., except as to the point that we should demand from the Persian Government, as a sine qua non for a payment of at least £50,000. Even this sum is small in comparison with the losses we have suffered at the Northern Plant site which losses are directly chargeable to Jordan for its indefensible destruction of the company's property. If we have trespassed on Jordan's property in alleged violation of the Concessions we have done so only because the events set in motion by Jordan's wrongdoing made such action inevitable.

[illegible], as Lord Reading [illegible] all in our favour, [illegible] to terminate our relationship with Jordan's [illegible]. We should therefore have taken office to see to it that we got at least a small fraction of the value of the complete assets which Jordan has either destroyed or appropriated. [illegible] position, [illegible] is not possible. I must therefore insist on a fair [illegible] compensation, but I hope you will be able, on the [illegible] every possibility before you agree to undertake a mediation mission.

I have very solid reasons to believe that Jordan has taken the appropriate steps of our Government operating under the Point 4 assistance plan to solve them in the interest of operation of a model plant at the northern end of the Dead Sea. This Government agency has agreed to further such assistance. It may be advisable for me now, in behalf of our Company, to protest against the mediating of such aid under, I understand, will involve a very substantial policy on the part of our Government. Possibly you can use this information effectively in your discussions with the Foreign Office. In any event I am sure you know whatever I should do in behalf of our Company, lodge a protest with our Government in this connection. I have a feeling that such a protest might be helpful to us in the present circumstances.

May I suggest that we should not, until our difference with Jordan have been completely settled, make either tacitly or expressly that our Company has done anything in violation of the Concession. I was very glad to note that in your reply to the Jordan Ambassador you reserved all of the Company's rights under the Concession. Such reservation should be continued in all our dealings with Jordan.

With warmest regards, I am, as ever,

(Sgd.) Joseph C. Rodgers.

EXTRACT FROM EGYPTAIN MAIL, CAIRO,
dated 25th October 1952.

Amman, Oct.24.

"JORDAN POTASH MAY BE EXPLOITED.

It is understood here that the Ministry of Economy is making renewed efforts to have the potash deposits of the Dead Sea exploited.

The Ministry is understood to have approached the United States Point 4 Administration in Jordan with the suggestion that it should select a suitable private American company to study the feasibility of the plan.

COPY

c/Byrne by hand 24/11/32

Del'd to L.G. 62 Pall Mall on 30/11/32

NOTICE TO

THE DIRECTOR OF THE PALESTINE POTASH COMPANY LIMITED, registered in Britain at its Registered Office at 62 Pall Mall, London, S.W.1.

WHEREAS, His Excellency Sir John Robert Chancellor, High Commissioner for Palestine and High Commissioner for Transjordan, on behalf of the Government of Palestine and Transjordan, HAD GRANTED your Company, known as the Palestine Potash Co. Ltd., whose address is as given above, a CONCESSION for the extraction of salts and minerals from the Dead Sea, such Concession being dated 1st February 1930, of which Article 24 reads as follows:-

> "The Company has no right, without the written consent of the Government to part with the concession, lands or rights granted to it under the concession, or as may in future be granted to it thereunder; or to lease or mortgage or assign the same or to part with the same in any other way, or to dispose or part with any part of the said lands or rights",

and whereas furthermore Article 28, Clause A reads as follows:-

> "The Government may, in compliance with Article 27 and the terms of this concession, after giving one month's notice in writing to the Company, REVOKE THE CONCESSION, should any of the following contraventions occur, chiefly
>
> A SHOULD THE COMPANY part with any of the rights of the concession or any of the powers given thereunder, or lease or dispose in any way of the same without the previous consent in writing of the Government."

COPY

A G R E E M E N T

THIS AGREEMENT, made and entered into this 1st day of March, 1937, by and between the Consolidated Gas, Electric Light and Power Company of Baltimore, a corporation of the State of Maryland, party of the first part, hereinafter called the "Company", and the Mayor and City Council of Baltimore, a municipal corporation, party of the second part, hereinafter called the "City",

WITNESSETH:

That, in consideration of the mutual covenants and agreements hereinafter set forth, the parties hereto do hereby covenant and agree as follows:

1. The Company has or may, within a reasonable time after the date hereof, obtain the consent of the Governor of Maryland, the Public Service Commission of Maryland, and the City Council of Baltimore to the granting to it of a franchise to construct, maintain and operate a system of gas mains and appurtenances in the streets, alleys and highways of the City of Baltimore, and to lease or purchase or acquire the same or to unite with the same in any other way, or to affiliate or unite with any part of the gas plant or system of the City of Baltimore, and to operate the same for the purpose of furnishing gas for light, heat and power to the inhabitants of the City of Baltimore and vicinity, and to do all things necessary and proper in connection therewith, and to perform all the duties and obligations imposed upon it by the Public Service Commission of Maryland, and to comply with the provisions of Article 23, Section 8 et seq. of the Code of Public General Laws of Maryland, 1924, and the amendments thereto, and to do all things necessary and proper in connection therewith.

2. The Company hereby agrees that it will, in consideration of the covenants and agreements herein contained, and in compliance with Article 23 and the terms of this contract, after giving the Mayor and City Council of Baltimore notice in writing of the Company's intention so to do, and after the Public Service Commission of Maryland shall have approved the same, and after the Mayor and City Council of Baltimore shall have approved the same, and after the Company shall have secured the consent of the Governor of Maryland, the Public Service Commission of Maryland and the Mayor and City Council of Baltimore, and after the Company shall have secured the franchise to construct, maintain and operate a system of gas mains and appurtenances in the streets, alleys and highways of the City of Baltimore, and to do all things necessary and proper in connection therewith, and to perform all the duties and obligations imposed upon it by the Public Service Commission of Maryland, and to comply with the provisions of Article 23, Section 8 et seq. of the Code of Public General Laws of Maryland, 1924, and the amendments thereto, and to do all things necessary and proper in connection therewith

WHEREAS it has been proved to the Jordan Government (The Government of the Hashemite Kingdom of Jordan) that your Company, holder of the said Concession, has parted with its shares to The Dead Sea Works Limited without the written consent of the Government, thus by this act contravening the terms of Article 24 of the said Concession, the Jordan Government (The Government of the Hashemite Kingdom of Jordan) is compelled to revoke this said concession, the termination of the concession to take effect as from one month after the date of serving on you this NOTICE, in accordance with Article 28 Clause A of the aforesaid Concession.

Ce on 30/11/52

Prime Minister

Tewfiq Abdulhuda 18/9/1952 Witness Witness

Khalil Asfour Moh'd Nabulsi

No.
2568

On Thursday the 18th September 1952
The above document was signed before the Notary Public by Assayed Tewfiq Abdulhuda, Prime Minister of the Hashemite Kingdom of the Jordan, and the above two witnesses, and I was requested to serve this notice.

(Signed)

Notary Public.

CERTIFIED that the foregoing is a true and exact translation of the document in Arabic language attached herewith.

(Signed) .....

Counsellor, Legation of the
Hashemite Kingdom of Jordan
in London.

9th October 1952.

[illegible] it has been proved to the Jordan Government (the Government of the Phenicia in this case of Jordan) that your Country, holder of the said concession, has agreed with its Jews in the Jewish Colonies Trust without the Palestine Government or the Government, by this act contravening the Treaty of Lausanne or by the anti Mandatory, the Palestine Government (the Government of the Hashemite Kingdom of Jordan) in consideration to revoke this said concession, the transaction of the mandate [illegible] the Jews after as Jews are again allowed to be of [illegible] on this [illegible], in accordance with Article 20 [illegible] of the aforesaid concession.

Prime Minister.

Fuad Abdulhadi 18/9/1934 Witness

Khalil Sakhur Witness

[illegible]

[illegible]

On Thursday the 18th September 1934

The above [illegible] was signed before the Notary Public [illegible] Fuad Abdulhadi, Prime Minister of the Hashemite Kingdom of Jordan, and the above two witnesses, who I was requested to serve this notice.

(Signed)

Notary Public.

CERTIFIED that the foregoing is a true and exact translation of the document in Arabic language attached hereunto.

(Signed) .....

Counsellor, Ministry of the Hashemite Kingdom of Jordan
to Jerusalem.

9th October 1934.

COPY

NOTICE TO

THE DIRECTOR OF THE PALESTINE POTASH COMPANY LIMITED, registered in Britain at its Registered Office at 62 Pall Mall, London, S.W.1.

WHEREAS, His Excellency Sir John Robert Chancellor, High Commissioner for Palestine and High Commissioner for Transjordan, on behalf of the Government of Palestine and Transjordan, HAD GRANTED your Company, known as the Palestine Potash Co. Ltd., whose address is as given above, a CONCESSION for the extraction of salts and minerals from the Dead Sea, such Concession being dated 1st February 1930, of which Article 24 reads as follows:-

"The Company has no right, without the written consent of the Government to part with the concession, lands or rights granted to it under the concession, or as may in future be granted to it thereunder; or to lease or mortgage or assign the same or to part with the same in any other way, or to dispose or part with any part of the said lands or rights",

and whereas furthermore Article 28, Clause A reads as follows:-

"The Government may, in compliance with Article 27 and the terms of this concession, after giving one month's notice in writing to the Company, REVOKE THE CONCESSION, should any of the following contraventions occur, chiefly

A SHOULD THE COMPANY part with any of the rights of the concession or any of the powers given thereunder, or lease or dispose in any way of the same without the previous consent in writing of the Government."

WHEREAS it has been proved to the Jordan Government (The Government of the Hashemite Kingdom of Jordan) that your Company, holder of the said Concession, has parted with its shares to the Dead Sea Works Limited without the written consent of the Government, thus by this act contravening the terms of Article 24 of the said Concession, the Jordan Government (The Government of the Hashemite Kingdom of Jordan) is compelled to revoke this said concession, the termination of the concession to take effect as from one month after the date of serving on you this NOTICE, in accordance with Article 28 Clause A of the aforesaid Concession.

NOTICE, in accordance with Article 28 Clause A of the aforesaid Concession.

Prime Minister

Tewfiq Abdulhuda 18/9/1952 Witness Khalil Asfour

Witness Moh'd Nabulsi

No. 2568

On Thursday the 18th September 1952.

The above document was signed before the Notary Public by Assayed Tewfiq Abdulhuda, Prime Minister of the Hashemite Kingdom of the Jordan, and the above two witnesses, and I was requested to serve this notice.

(Signed)

Notary Public.

CERTIFIED that the foregoing is a true and exact translation of the document in Arabic language attached herewith.

(Signed).....

Counsellor, Legation of the Hashemite Kingdom of Jordan in London.

9th October 1952.

COPY

NOTICE TO

THE DIRECTOR OF THE PALESTINE POTASH COMPANY LIMITED, registered in Britain at its Registered Office at 62 Pall Mall, London, S.W.1.

WHEREAS, His Excellency Sir John Robert Chancellor, High Commissioner for Palestine and High Commissioner for Transjordan, on behalf of the Government of Palestine and Transjordan, HAD GRANTED your Company, known as the Palestine Potash Co. Ltd., whose address is as given above, a CONCESSION for the extraction of salts and minerals from the Dead Sea, such Concession being dated 1st February 1930, of which Article 24 reads as follows:-

"The Company has no right, without the written consent of the Government to part with the concession, lands or rights granted to it under the concession, or as may in future be granted to it thereunder; or to lease or mortgage or assign the same or to part with the same in any other way, or to dispose or part with any part of the said lands or rights",

and whereas furthermore Article 28, Clause A reads as follows:-

"The Government may, in compliance with Article 27 and the terms of this concession, after giving one month's notice in writing to the Company, REVOKE THE CONCESSION, should any of the following contraventions occur, chiefly

A SHOULD THE COMPANY part with any of the rights of the concession or any of the powers given thereunder, or lease or dispose in any way of the same without the previous consent in writing of the Government."

WHEREAS it has been proved to the Jordan Government (The Government of the Hashemite Kingdom of Jordan) that your Company, holder of the said Concession, has parted with its shares to the Dead Sea Works Limited without the written consent of the Government, thus by this act contravening the terms of Article 24 of the said Concession, the Jordan Government (The Government of the Hashemite Kingdom of Jordan) is compelled to revoke this said concession, the termination of the concession to take effect as from one month after the date of serving on you this NOTICE, in accordance with Article 28 Clause A of the aforesaid Concession.

NOTICE, in accordance with Article 28 Clause A of the aforesaid Concession.

Prime Minister

Tewfiq Abdulhuda 18/9/1952 Witness Khalil Asfour Witness Moh'd Nabulsi

No.

2568

On Thursday the 18th September 1952.

The above document was signed before the Notary Public by Assayed Tewfiq Abdulhuda, Prime Minister of the Hashemite Kingdom of the Jordan, and the above two witnesses, and I was requested to serve this notice.

(Signed)

Notary Public.

CERTIFIED that the foregoing is a true and exact translation of the document in Arabic language attached herewith.

(Signed).....

Counsellor, Legation of the Hashemite Kingdom of Jordan in London.

9th October 1952.

Copy to Mr. Stolar ✓

Also sent to: Mr. R. Szold
Mr. S. Gestetner
Mr. E.W.D. Tennant

30th October, 1952.

NEGOTIATIONS WITH JORDAN

The attached correspondence consists of:-

A letter from Mr. Ross of the Foreign Office, dated 7th October.

My reply to Mr. Ross, dated 9th October.

A letter from me to Lord Nathan, dated 9th October.

A letter from Lord Nathan to me dated 21st October.

Since these letters were exchanged the Jordan Minister to London has called on me at the offices of Palestine Potash Ltd. by appointment and handed to me a notice of termination of our Concession, a copy of which is also enclosed.

Finally, a copy of my reply will also be found attached.

Before asking for an interview with Mr. Ross I would be very glad to have any comments which you may wish to put forward.

Yours very sincerely,

LEL LOWE
RECEIVED
3 1952

Mr. I.B. Brodie,
521 Fifth Avenue,
New York 17.

Copy to Mr. Stolar

Also sent to: Mr. R. Scold
Mr. S. Geetsner
Mr. H.W.D. Tennant

30th October, 1942.

RESTRICTED - FOR INFORMATION

The enclosed correspondence explains itself:-

A letter from Mr. Rose of the Foreign Office, dated 9th October.

My reply to Mr. Rose, dated 20th October.

A letter from me to Lord Rathan, dated 9th October.

A letter from Lord Rathan to me dated 21st October.

These three letters were exchanged the Jordan Minister to London has called on me at the offices of Palestine Broadcasting, by appointment and read to me a notice of termination of his Concession, a copy of which is also enclosed.

Finally, a copy of my reply will also be found attached.

Before making for an interview with Mr. Rose I would be very glad to have any comments which you may wish to put forward.

Yours very sincerely,

Mr. I.M. Brelle,
521 Fifth Avenue,
New York N.Y.

2255.

30th October, 1952.

Your Excellency,

I hereby acknowledge receiving from you today a Document entitled "Notice No. 2568" dated 18 September 1952 in Arabic addressed by your Government to the Director of Palestine Potash Ltd. and a Certified Copy thereof in English, by which your Government purports to give notice of termination of the Company's Concession of 1st January 1930.

I receive this Document without prejudice to any of the Company's rights under the Concession and to any contentions which the Company may wish to raise as to the validity or effectiveness of the Document.

Please accept, Excellency,
the assurances of my highest consideration

For & on behalf of
PALESTINE POTASH LTD.

Chairman.

His Excellency The Ambassador,
Embassy of the Hashemite Kingdom of Jordan,
6, Upper Phillimore Gardens,
London, W.8.

COPY

HERBERT OPPENHEIMER, NATHAN & VANDYK,

20 Copthall Avenue,

London, E.C.2.

21st October, 1952.

Dear Glenconner,

Thank you for your letter of the 9th October to which I have been giving some thought.

Whether one takes the view that the Concession was void before the Company entered into the Agreement with the Israel Company or alternatively, that the Concession remained valid and the Agreement constitutes a breach of it, very difficult questions of law arise on the position of the Company vis-à-vis Jordan.

In my opinion, however, the position in law is not important for I agree with you that, apart possibly from an action in the Jordan Courts, the Company cannot in fact take any Court action to recover damages or payment for its property in Jordan from the Jordan Government. Even with the assistance of the British Government I do not consider that an action could be brought at the International Court because Jordan is not a member of that Court.

I therefore agree with you that the only way in which it will be possible for the Company to obtain any payment from Jordan will be through negotiations with the good offices of the Foreign Office, and the line of approach you suggest seems to me to be the right one.

Yours sincerely,

(Sgd.) NATHAN OF CHURT

LONDON
-3 1952

The Rt. Hon. Lord Glenconner,
4 Copthall Avenue,
London, E.C.2.

Dear Secretary, Lord's Prayer,

20 Cornwall Avenue,

London, N.3.

21st October, 1952.

Dear Secretary,

Thank you for your letter of the 9th October to which I have been trying some thought.

Whether one looks at the view that the Convention was void before the Convention entered into the agreement with the Israeli Company or alternatively, in fact the Convention provided well in advance the agreement constitutes a breach of it, very difficult questions of law arise on the position of the Company vis-à-vis Israel.

In my opinion, however, the position in law is not hopeless for I agree with you that, quite possibly from an action in the Israeli courts, the Company might in fact take any legal action to recover damages or payment for its property in Jordan from the Jordan Government. Even with the assistance of the British Government I do not consider that an action could be brought at the International Court because Jordan is not a member of that Court.

I therefore hope with you that the only way in which it will be possible for the Company to obtain any payment from Jordan will be through negotiations with the good offices of the Foreign Office, and the offer of assistance given to us to be the right one.

Yours sincerely,

(Sgd.) MICHAEL SCOTT

The Rt. Hon. Lord Pakenham,
20 Cornwall Avenue,
London, N.3.

HASHEMITE KINGDOM OF JORDAN

MINISTRY OF JUSTICE

SERVING OF NOTICE

APPLICANT FOR NOTICE:	Assayed Tewfiq Abulhuda Prime Minister of the Hashemite Kingdom of Jordan
PERSON REQUIRED TO RECEIVE SERVICE OF NOTICE:	The Director of the Palestine Potash Corporation Limited, Registered in Britain, Resident in London.

NOTICE No. 2568 DATE 18 September 1952

On the date shown below, the above Notice was served on me, the Number and Date of the Notice being as shown above.

Signed..H. Hashmi.....

Date..9th Oct.....

CERTIEIED that the above is a true and exact translation of the Form of Receipt, in the Arabic language, attached hereto.

.....

Counsellor, Legation of the Hashemite Kingdom of the Jordan in London

9th October 1952

ROYAL JORDAN LEGATION

اخطـــــار الـــــى

مديرشركة البوتاس الفلسطينية المحدودة المسجلة في انجلترا ـ مركزهـا المسجل في شارع بول مول رقم (٦٢) لندن اس ٠ دبليـــو (١)

بما ان فخامة (السرجون روبرت تشاتسلور) المندوب السامي لفلسطين والمندوب السامي لشرق الاردن ، بالنيابة عن حكومة فلسطين وشرق الاردن كان قد منح شركتكم المسماة بشركة البوتاس الفلسطينية المحدودة المبين عنوانها في اعلاه امتيـــاز استخراج الاملاح والمعادن من البحر الميت ، ذلك الامتياز المؤرخ في اول شبـاط سنة ١٩٣٠ والذى نصت المادة (٢٤) منه على انـــه :

" لا يحق للشركة بدون موافقة الحكومة الخطية ان تتنازل عن الامتياز او الاراضي او الحقوق الممنوحة لها به ، او التي قد تمنح لها توفيقا لاحكامه ، او تؤجرها او ترهنها او تتصرف بها او تتنازل باى وجه آخر عنها ، او ان تتصرف او تتنازل عن اى قسم مـــن هذه الاراضي او الحقـــوق " .

ونصت المادة (٢٨ ـ ١) الفقرة (آ) منه على انـــه :

" يجوز للحكومة مع مراعاة المادة (٢٧) واحكام هذا الامتياز المتعلق بالتحكيـــم ان تفسخ الامتياز بعد اخطار الشركة بذلك تحريرا بشهر واحد عند وقوع احد الامور الآتي بيانها وعلى راسها :

آ ـ اذا تنازلت الشركة عن اى حق فيه او عن اية صلاحية مخولة لها بموجبه او اجرته او تصرفت فيه على وجه آخر بدون الحصول على موافقة الحكومة التحريرية " .

وحيث انه ثبت لدى الحكومة الاردنية (حكومة المملكة الاردنية الهاشمية) ان شركتكم صاحبة الامتياز المذكور قد تنازلت عن اسهمها (لشركة اعمال البحر الميت المحدودة) بدون موافقة الحكومة الخطية ، مخالفة بعملها هذا احكام المادة (٢٤) من الامتيـــاز المنوه به آنفا فان الحكومة الاردنية (حكومة المملكة الاردنية الهاشمية) مضطرة لفســـخ الامتياز موضوع البحث بعد مضي شهر واحد من تاريخ تبلغكم هذا الاخطار ، وذلـــك استنادا الى الفقرة (آ) من المادة (٢٨) من الامتيـــاز .

١٩٥٢/٩/١٨

رئيس الـــــوزراء

توفيق ابو الهدى

٢٥٦٨

في يوم الخميس الساعة الثانية من شهر ذي الحجة سنة ١٣٧١ هجرية الموافق
اليوم الثامن عشر من شهر ايلول سنة ١٩٥٢ ميلادية حضر بالمحكمة
السيد توفيق ابو الهدى دولة رئيس وزراء المملكة الاردنية الهاشمية
وطلب الى تصديق هذا العقد رغب اجراء التعريف القانوني عليه من قبل السادة
وكيله
عقدت محلفاً للعدل وتلوته عليه فأقر واعترف بمحتوياته ووقعه بحضوري وحضور
الشاهدين السيد [illegible] وصادق على صحته

Copy to Mr. Stolar ✓

THE LONDON
RECEIVED
10 OCT 1952

9th October, 1952.

Dear Nathan,

I enclose a copy of a letter which I have just received from Mr. Ross of the Foreign Office, together with my reply.

Stolar tells me that the Company have not yet received any letter from the Jordan Government or its Embassy in London. We may, however, take it, I think, that we will receive it in due course.

From the last paragraph of Mr. Ross's letter it would seem that the Foreign Office is not prepared to comment in writing on the situation, but when they have studied the Government of Jordan's letter will be willing to give us a further interview.

The question that I think we must decide is what are we going to ask the Foreign Office to do.

Subject to your correction, it seems to me very probable that by selling our assets in Israel to the new Israel Company, in accordance with the agreement dated July 24th and which has now been ratified by our shareholders, we have committed a breach of the Concession under Article 24. We did this with our eyes open, and were I think prepared if we were attacked to say in defence that we had committed no breach because our Concession in fact no longer exists.

I have not yet of course seen the text of the Jordan letter. It would appear, however, that we are not being attacked or sued for damages, but that they are cancelling the Concession. According to Article 29 of the Company's Concession agreement, and as I read it, the Company may remove all machinery, whether fixed or loose, within a period of twelve months after receipt of such a notice (except such machinery as the Government may elect to purchase). Everything else, however, must pass into the ownership of the Government without payment of any compensation.

It would seem at first glance, therefore, as if the Government of Jordan have no intention of paying us anything for our physical assets in Jordan territory, which

Copy to Mr. Stolte

[redacted]

Dear Nelson,

I enclose a copy of a letter which I have just received from Mr. [redacted] of the Foreign Office, together with my reply.

[redacted]

[redacted]

[redacted]

consist of earthworks making pans, although to build such earthworks today would cost something like £70,000 sterling.

It is true of course that the Company have a claim against Jordan for the wanton destruction of its Northern works. We know in advance, however, that Jordan rejects all liability under this heading, and I believe it is also a fact that the Company could not in any case bring an action against Jordan for recovery of damages except at the International Court at the Hague, and providedthe British Government is prepared to sponsor it.

If the above facts are correct the position therefore would seem to be that the Company itself is completely impotent and helpless opposite the Government of Jordan, because:-

(a) It would be difficult for it to maintain that it has made no breach of the Concession.

(b) Even if it succeeded in this it could not prevent the Government of Jordan from seizing its assets in Jordan territory unless the Foreign Office take up its cause and are successful in defending it.

(c) Similarly, the Company cannot press successfully for compensation for the damage done to its Northern works unless the Foreign Office agrees to fight its battles.

Another consideration which must not be overlooked is that if the Foreign Office bring real pressure to bear on the Jordan Government we may only provoke Jordan into taking retaliatory action against Palestine Potash Ltd. or its Directors.

On the other hand, it is of course grossly unjust that Jordan should be allowed to walk off with our Jordan assets for nothing, and cancel the Concession with impunity after all that they have done towards the destruction of the Company's Northern works.

My view, for what it is worth, therefore is that the Company should remind the Foreign Office:-

(a) In all the circumstances the Company had no option but to sell its Israel assets to the new Israel Company. Even if the Concession is still in existence and a breach has been made justice therefore demands that Jordan should pay a reasonable sum for our physical assets in Jordan territory.

[illegible] of [illegible] meeting here, although so [illegible] and [illegible] would cost something like $70,000 sterling.

It is true of course that the Jordan have a claim against us for the wanton destruction of its property [illegible]. [illegible], however, that [illegible] all liability under this heading, and I believe it is also a fact that the Jordan Board has in any [illegible] or [illegible] [illegible] for recovery of damages [illegible] the International Court, at the Hague, and preventing British government [illegible] to [illegible] it.

[illegible] above facts, a correct appreciation [illegible] would seem to be that the Jordan [illegible] is complicated [illegible] and [illegible] [illegible] a [illegible] measure-

(a) It would be difficult for it to maintain [illegible] it has made as broad as the [illegible].

(b) Even if it is successful in this it would [illegible] provent the Government of Jordan from [illegible] [illegible] in Jordan [illegible] [illegible] [illegible]

(b) British prestige similarly demands that a petty Arab State should not be allowed to treat a British Company in this way.

(c) All along the Company have accepted the Foreign Office's advice as to how it should best treat with both the Governments of Israel and Jordan. It cannot therefore escape all responsibility for our fate.

We should therefore ask the Foreign Office to obtain payment of say at least £50,000 in consideration for the mutual cancellation of all claims and for each party releasing the other from all past or future obligations (though I am not so sanguine as to suggest that we will in fact get it).

On receipt of your reply I propose to circulate this letter of mine and your answer to the other members of the Board, including our American colleagues, before we come to a final conclusion.

Yours sincerely,

The Rt. Hon. Lord Nathan,
20 Copthall Avenue,
E.C.2.

(b) British prestige similarly demands that a petty Arab state should not be allowed to treat a British Company in this way.

(c) Will alone the Company have accepted the Foreign Office's advice as to how it should deal from with both the Government of Israel and Jordan. It cannot therefore escape all responsibility for the case.

We should therefore ask the Foreign Office to obtain payment of any at least £50,000 in consideration for the mutual cancellation of all claims and for each party relinquishing the other from all past or future obligations (though I am not so sanguine as to expect that we will in fact get it).

On receipt of your reply I propose to circulate this letter of mine and your answer to the other members of the Board, including our American colleagues, before we come to a final conclusion.

Yours sincerely,

The Rt. Hon. Lord Reitman,
20 Grosvenor Avenue,
N.W.2.

8th Session of Parliament

Tuesday, 23rd December 1952

Question by the member Kamel Areekat

Jordan

To the President of Parliament:

Kindly approve the submission of the following question to Government in order that it gives its answer thereon:

What are the reasons which led the Government to refuse the lease of certain plots of land on the shores of the northern part of the Dead Sea to local residents whereas the Government have leased part of these lands to a foreign lady who has submitted her application subsequently? I have raised this question many times with the Minister of Finance but I did not receive any reply or any result.

Minister of Finance, Moussa Nassir - The foreign lady referred to by the Nonourary member Kamel Areekat has leased the land from the Custodian of Enemy properties and not from the Ministry of Finance because these lands forms part of the area comprised within the Dead Sea Concession. I understand that the area of the land in question is 9 Dunams and that the lady in question has agreed to vacate the land whenever it is asked for and that she will not ask for any damages or compensation upon the termination of the period of the lease which is five years or upon its being required to vacate the land before the termination of the period of the lease.

The only other person who wanted to take on lease any part of the said land is the Nonourary member himself. His application was not granted because of the connection of the land to the Dead Sea Concession. Here is the text of his application:

"To the Custodian of Enemy Properties.
Whereas there are pans on the shores of the Dead Sea which the Jews used for the extraction of potash from the Sea and Whereas I have obtained a concession for the extraction of salt from the Dead Sea on the Fashkha lands I shall be obliged if you will consider the leawe of these pans to me for a reasonable rent.

Remark - I shall be obliged if you will kindly give this application special attention and not consider applications of other perfecture lessees as they do not possess any concession and they bid for the lease only for personal aims."

The Honourary member did not submit to me any complaint in writing in this respect but he mentioned the matter to me many times when we used to lunch or dine together at the Philadelphia Hotel in the course of long and interesting lectures which led me to forget everything about him the next morning. I am sorry for that.

Now, that the Government has cancelled the Dead Sea Consession with effect from the 1st of the month then the exploitation of the sea and its coast is one of the basic matters for the Government to attend to. I therefore suggest that the Honourary member should submit a fresh detailed application for our consideration.

Department of Department

Tuesday, 8th September 1959

Question by the Member Kwasi Arpeah:

To the President of Ghana Lawyers:

Kindly answer the Minister of the following question to Government in order that it may be put forward thereon:

What are the reasons which led the Government to refuse the lease of certain plots of land on the shores of Dansoman part of the Head Sea to Joni Rosbiddis at cross the Cover and have leased out of these lands to a foreign lady who has established her application as respectively I have related this upon the same, upon with the Minister of Finance but held on a hollow any reply or any result.

Minister of Finance, Owusu Afriyie - the first my lady referred to by the Honourable Member Kwasi Arpeah has received the land from the Ministry of Lands properties kind not from the Ministry of Finance because Lands form part of the government land within the Head Sea Government. I understand that the area of the land in question is Dansoman and that the Lands Commission has agreed to vacate the land whereby it is asking for and that it will not take for any damage or compensation from the Ministry of the period of the lease which is five years or more its being required as from the land before the Ministry of the period of the lease.

The only other person who wished to take on lease any part of the main land in the Government property, his application has not reached because of the procedure of the Ministry of Lands the Head Sea Government land in the hands of the applicant.

To the Minister of Lands Properties.

Question Sir, land on the shores of the Head Sea which the lease was for the purpose of protect from the land and there is a have objects a government or the protection of sea from the Head Sea Government land. Mr. Speaker Sir I shall be grated if you will consider the lease of these land to me for the reasonable rent.

Answer - I shall be obliged if you will kindly give this application special attention and the consider application of other reasons why they do not possess any objection and then write to me for necessary action.

The Ministry Lands do not submit to the one complaint in letting Ghanaians lease out the property to be used. Lands when are used to Dansoman Sea Ghanaian at the Headquarters in the cases of land application Mr. Speaker which led to forward during the last the same question. I am grateful.

Now, that the Government has compelled the Head Sea Government to clear from the land of the South Ghanaian application of the Ghanaian people to one of the Lands Ministry for the Government Ministry of Lands but the Government should permit a free and fair application for consideration.

Kamel Areekat:- May I be allowed to ask H.E. the Minister who is responsible for the safeguard of the enemy property?

H.E. The Minister of Finance: I think it is the Ministry of the Interior.

Kamel Areekat: Is it true that the lease agreement was signed by the Land Department?

H.E. the Minister of Finance: I shall be able to answer this question only when the agreement is produced.

Kamel Areekat: In fact I, and other persons, have submitted applications for the lease of land on the shores of the Dead Sea for the purpose of the establishment of constructive schemes but our applications were refused. However, the Government or the Land Department have granted the lease to a foreign lady. I would have liked H.E. the Minister to visit this place which is near the locality from which salt is extracted. A Cafeteria was erected on the land. We are not in need of such cafetaria. The Ministry should have informed me whether it agrees to grant me the lease or not, instead it has granted the lease to a foreign woman. Therefore, I am not satisfied with the answer to my question.

H.E. The Prime Minister, Tawfiq Abul Huda: I wish to draw the attention to Article 28 of the Internal Regulations which forbids the submission of any question by a member in a matter which concerns him privately. Hence, the submission of this question was contrary to the Internal Regulations.

President of the House: When the question was made I did not know that it concerned the Honourary member,

Kamel Areekat: When I submitted my application I was not a member.

H.E. The Prime Minister: I mean the question and not the application.

Guest speaker: Mr. [illegible] to ask Mr. [illegible] who is responsible for the [illegible] of the energy?

Mr. the Minister of Finance: I think it is the Minister of the Interior.

Total expenditure in the Province during the year ended [illegible] signed by the Treasurer?

Mr. [illegible], Minister of Finance: I shall be able to answer this question only when the accounts are prepared.

Guest speaker: Mr. Speaker, with other [illegible], I have [illegible] application for the issue of [illegible] permits of the Bank [illegible] the purpose of the establishment of [illegible] [illegible] but one application was [illegible]. However, this government of the [illegible] and Dominion Government [illegible] [illegible] [illegible]

8th Session of Parliament (Upper House)

Saturday 3.1.1953

Question by the member Saeed Ala-ul-Din

Have the Concession of Palestine Potash Ltd. been repealed? What are the practical measures which have been taken for the development of the Dead Sea Potash?

Reply of the Minister of Economics (25.12.1952).

The Concession of Palestine Potash Company was repealed by a decision of the Council of Ministers and the approval of the Regency Council with effect from 30.11.1952 after it has been proved that the Concessionaire Company have transferred its shares to another Company without the written consent of the Jordan Government contrary to the terms of Article 24 of the Concession.

The Ministry of Economics have come to an agreement with an american company, within the scope of Point 4, whereby the american company will carry out the necessary studies for the extraction of potash. This includes the preparation of maps, assessment of the cost of construction and output, studying the international market and the question of transport.

It is expected that the Company will start its work at the beginning of the coming year and will finish it within six months.

The Chemical Construction Corporation

The Chairman
Home Trades
Department

Fuel & Light Oils
Industrial Trade Div.
M.2255

15th December, 1952.

The Shell Company of Palestine Ltd.,
St. Helen's Court,
Great St. Helen's,
London, E.C.3.

Dear Sirs,

Jordan Gazette

We are obliged for your letter of the 12th instant enclosing further copies of the Jordan Gazette.

Yours faithfully,
For & on behalf of
PALESTINE POTASH LTD.

for Secretary.

M.2255 1551 15th December, 1952

Surface Mail

Jordan Gazette

We send you herewith additional copies of the Jordan Gazette.

L.H. Monk.

Encls.

THE SHELL COMPANY OF PALESTINE LIMITED

DIRECTORS: SIR GUY COOPER. F. A. C. GUÉPIN. (NETHERLAND). F. G. C. MORRIS. J. W. PLATT.

ST. HELEN'S COURT, GREAT ST. HELEN'S, LONDON, E.C.3.

TELEGRAPHIC ADDRESS:
SHELL LONDON.
ALL CODES USED.

TELEPHONE
AVENUE 4321

YOUR REF. OUR REF. DATE.

FUEL AND LIGHT OILS/
INDUSTRIAL TRADE DIV.

12th December, 1952.

Palestine Potash Limited,
62, Pall Mall,
LONDON, S.W.1.

Dear Sirs,

JORDAN GAZETTE.

We enclose herewith further copies of the Jordan Gazette which have just come to hand.

Yours truly,

For: THE SHELL COMPANY OF PALESTINE LIMITED

P. L. Warner

WDL/JM

M.Y.H. LONDON
RECEIVED
15 DEC 1952
ANSWERED.....
FILE NO....2253.....
COPY TO JERUSALEM.....

ENCLOSURE
269

M.Y.H. LONDON
RECEIVED
15 DEC 1972
INSERTED
FILE NO.
COPY TO REFERENCE

M.2255.

24th November, 1952.

BY HAND.

W. Pybus Esq.,
Messrs. Herbert Oppenheimer, Nathan & Vandyk,
20, Copthall Avenue,
London, E.C.2.

Dear Mr. Pybus,

In accordance with our recent telephone conversation, we enclose copy of Notice from Jordan terminating the Concession, together with copy of Receipt given by Lord Glenconner.

Yours sincerely,

KNCS.
LHM/EH.

F.

GAS/MC 1423 30th October, 1952.

Mr. A. Zipstein

Dear Mr. Zipstein,

Jordan.

Referring to your letter LO.40/420 of 17th October and my letter of the 14th October, the Jordan Minister (he is expecting to become Ambassador shortly), called here today with a Notice of the Jordan Government dated 18th September in Arabic with a form of receipt and an English translation of both. Glenconner did not sign their receipt, but a letter drafted by Nathan which he handed to the Minister (as per copy attached).

Glenconner told me that he is circularising for the P.P.L. Directors and yourself an English translation of the Notice, which he took away with him, and will suggest a course of action.

Yours sincerely,

ABH/JM
M.2255

20th October, 1952

The Shell Company of Palestine,Ltd.,
St. Helen's Court,
St.Helen's,
London. E.C.3.

Dear Sirs,

JORDAN GAZETTE

We thank you for your letter of the 17th inst., enclosing further copies of the Jordan Gazette.

Yours faithfully,
PALESTINE POTASH LIMITED.

L.H.Monk.

LHM/BA

THE SHELL COMPANY OF PALESTINE LIMITED

DIRECTORS: SIR GUY COOPER. F. A. C. GUÉPIN. (NETHERLAND). F. G. C. MORRIS. J. W. PLATT.

ST. HELEN'S COURT, GREAT ST. HELEN'S, LONDON, E.C.3.

TELEGRAPHIC ADDRESS:
SHELL LONDON
ALL CODES USED.

TELEPHONE
AVENUE 4321

YOUR REF. OUR REF. DATE.

FUEL AND LIGHT OILS/
INDUSTRIAL TRADE DIV.

17th October, 1952.

Palestine Potash Limited,
62, Pall Mall,
LONDON, S.W.1.

Dear Sirs,

JORDAN GAZETTE

We enclose herewith further copies of the Jordan Gazette which have just come to hand.

Yours truly,

For: THE SHELL COMPANY OF PALESTINE LIMITED

A B Barber

F.P.L. LONDON
RECEIVED
20 OCT 1952

ABH/JM

ENCLOSURE
284

THE SHELL COMPANY OF PALESTINE LIMITED

ST. HELENS COURT, GREAT ST. HELENS, LONDON, E.C.3.

TELEGRAMS AND ADDRESS:
"SHELLEX, LONDON"
"ALL CODES USED"

TELEPHONE
AVENUE 4321

SHELL-MEX HOUSE,
SHELL-MEX SQUARE, W.C.2.

17th October, 1952.

Fidelity Loan Limited,
Co. Hall. W.1.
LONDON, S.W.1.

Dear Sirs,

WARRANTY

We enclose herewith our order on the Lessee of the Jordan Camera which have been done to date.

Yours truly,

FOR THE SHELL COMPANY OF PALESTINE LIMITED

Encl.

Miss Cook

Letter taken by L & S 4/11/52

Please letter have copy of L's Glucoma letter of 9/10/52 to L's Nutton, in file "Jordan"

file

M.2255. 1401 20th October, 1952

Jordon Gazette

We enclose further copies of the Jordon Gazette.

L.H.Monk.

Enclosures.

LHM/BA

MIFALEI YAM HAMELAH B.M.
PALESTINE POTASH LTD.
(INCORPORATED IN ENGLAND)
DEAD SEA SALTS CONCESSION
ABYSSINIAN HOUSE
STREET OF THE PROPHETS
JERUSALEM
P. O. B. 773 TELEPHONE 4241

فلسطين بوتاس لمتد
شارع الأنبياء
القدس
صندوق البريد ٧٧٣ تلفون ٤٢٤١

חברת אשלג א"י בע"מ
רחוב הנביאים
ירושלם
ת. ד. 773 טלפון 4241

Ref. LO.40/420

17th October, 1952.

From: JERUSALEM

To: G.A.Stolar, Esq.,
LONDON OFFICE

Jordan

Rec'd 24/10

Dear Mr. Stolar,

I have your letter of the 14th inst. and thank you for the interesting information contained therein.

I will expect the receipt of the official letter from Lord Glencorner on the same subject.

I have no intention of leaving the country for as long as I possibly can, but as I do not know how things will turn out, I may be passing through London in the very near future.

Yours sincerely

Z. Zipstein

sgd: A.Zipstein
AZ/Rs

PALESTINE POTASH LTD.

ABYSSINIAN HOUSE
STREET OF THE PROPHETS
JERUSALEM
P.O.B. 773 TELEPHONE 4247

From JERUSALEM To

Dear Mr. Bodlin,

I have your letter of the 9th inst. and thank you for the interesting information contained therein.

I will ask the receipt of the official letter from Lord Plumer on the same subject.

There is no intention of forcing the company to issue an A prefixed case, but as soon as the letter will turn out, it may be pushing through London the very near future.

Yours sincerely

Dr. Bodlin

MIFALEI YAM HAMELAH B.M.

14th October, 1952.

A.Zipstein Esq.,
Mifalei Yam Hamelah B.M.,
P.O.B.773,
Jerusalem,
Israel.

All Jordan

Dear Mr. Zipstein,

A few days ago the Jordan Embassy here telephoned to say that the Jordan Ambassador would like to have an appointment at our offices with our Chairman. Information had reached us previously that he had received instructions from Amman to deliver a Notice giving Palestine Potash Limited one month's notice of cancellation of their Concession because of their alleged breach of Clauses 24 and 28A of the P.P.L. Concession.

I informed Glenconner who, after consulting Nathan, fixed the appointment for today. Both Glenconner and Nathan thought that it would be discourteous to refuse to see the Ambassador. I was present at today's meeting. Fawzi El Mulki brought the Notice in Arabic with an English translation and asked Glenconner to sign a form drawn up by a Jordan Notary Public acknowledging receipt. On Nathan's advice Glenconner informed him that the only receipt he was empowered to give was in the form of a letter to the Ambassador stating that it was without prejudice to any contention which P.P.L. may have as to the validity of the Notice. The Ambassador replied that he was only empowered to accept the receipt which he had brought with him, and would therefore have to refer the matter back to Amman. He took the Notice away with him after Glenconner had read it.

If and when we get the Notice, the matter will be discussed by the Board of P.P.L. in conjunction with you and the P.P.L. Directors overseas.

Please regard this as an unofficial letter, as I know Glenconner will be writing to you himself.

Yours sincerely,

P.S. Are you intending to come to London in the near future?

Jordan Sort

2295.

13th October, 1952.

Your Excellency,

I confirm that you called on me at the Offices of Palestine Potash Ltd., 62, Pall Mall, on Monday, 13th October. You showed me a communication from your Government addressed to the Director of Palestine Potash Ltd. and a Certified Copy thereof in English by which your Government proposes to give Notice of Termination of the Company's Concession in accordance with Article 28, Clause A thereof.

You asked me to sign a Certified Copy in English of a Form of Acknowledgment prepared by the Notary Public in Jordan.

I confirm that I replied I was not authorised to sign the Form of Acknowledgment referred to above but that I would be willing to write you a letter in which I acknowledge receipt of such a Notice of Termination but without prejudice to any contentions which Palestine Potash Ltd. may put forward as to the validity of the Notice.

You replied to the effect that your instructions were limited to obtaining a signature to the Form of Acknowledgment prepared by the Notary Public in Jordan and in the light of the above you wished to refer the matter back to your Government.

Please accept,
Excellency,
the assurances of my highest consideration

For & on behalf of
PALESTINE POTASH LTD.

Chairman.

His Excellency The Minister
Legation of the Hashemite Kingdom of Jordan,
6, Upper Phillimore Gardens,
London, W.8.

CONCESSION ENDED

From Our Own Correspondent

AMMAN, Sunday.

The Jordan Government has informed the Palestine Potash Company, a Jewish firm that was working out the salts of the Dead Sea, that its 33-year concession has ended. The Government is to form a new company with local capital.

D.T. 22/9/57

22nd September, 1952.

The Jordan Government have decided to abolish the Palestine Potash CO's Concession for not practicing its conditions, the Government has warned the Company. The Government has asked the Point Four Organisation to make an agreement with any American Industrial Chemical Company to produce the Dead Sea Salts. The Point Four Organisation will put forward a detailed scheme for it, an official spokesman said to the Press Conference to-day.

The Government will take Shares of 100,000 Dimars in the Company's Capital, or more if possible on condition that a loan from the International Bank or other Bank will be taken.

Phased Mortimer
Reply for you together?
22/9

Central Lobby
Mortimer

CI Ross
23/9/52

CI Ross
24/9/52

personally

LONDON
ARCHIVED
26 SEP 1952

Copy to Mr. Stolar

24th September, 1952.

Dear Nathan,

(1) I enclose copy of the letter which I have now received from Zipstein, and will be very glad if you could send me a draft of what you consider should be the reply.

I agree that this is one of the fundamental undertakings given by the new Company and guaranteed by the Government. I agree also that there is nothing to prevent the new Company issuing shares to the Government for cash, who can then make an offer of sale at some later date.

At the same time, if you do think it possible for us to agree to give them an extension of say one month I would be glad to do it. What I mean is that three months is a short enough period within which to conclude all the arrangements they have to make, and if they had asked for as much as six months in the first instance I expect we would have felt obliged to agree.

Put in other words, a postponement of this issue until conditions are more favourable is of course quite out of the question. An extension of say one month in order to enable formalities to be completed is much less serious.

(2) Turning to another matter, Stolar and I went to see Mr. Ross of the Foreign Office this morning, and drew his attention to the following Reuters message from Amman, dated 22nd of this month:-

> "The Jordan Government have decided to abolish the Palestine Potash Co.'s Concession for not practicing its conditions, the Government has warned the Company. The Government has asked the Point Four Organisation to make an agreement with any American Industrial Chemical Company to produce the Dead Sea Salts. The Point Four Organisation will put forward a detailed scheme for it, an official spokesman said to the Press Conference today.
>
> "The Government will take shares of 100,000 Dinars in the Company's Capital, or more if possible on condition that a loan from the International Bank or other Bank will be taken."

Copy to Mr. Stolar

RECEIVED
SEP 26 1952

Dear Nathan,

(2) I enclose copy of the letter which I have now received from Dipetalo, and will be very glad if you could send me a list of what you consider should be the reply.

I agree that this is one of the fundamental arrangements given by the new Company and guaranteed by the Government. I agree also that there is nothing to prevent the new Company issuing shares to the Government for cash, and then make an offer of cash at some later date.

At the same time, if you do think it possible for us to agree to give them an extension of say one month I would be glad to do it. What I mean is this: unless there is a short enough period within which to conclude all the negotiations they have to make, and if they had waited for the new arrangements in the first instance, they would have felt obliged to agree.

Put in other words, a postponement of this issue until conditions are more favourable is of course quite out of the question. An extension of one month in order to enable formalities to be completed is much less serious.

(3) Turning to another matter, Stolar and I went to see Mr. Moss of the Foreign Office this morning, and here the attention to the following Reuters message from Beirut, dated 22nd of this month:-

"The Jordan Government have decided to nationalise the Palestine Potash Co. if negotiations for not nationalising its activities, the Government has warned the Company. The Government has asked the Potash Power Organisation to make an agreement with the American Industrial Chemical Company to produce the Dead Sea salts. The Potash Power Organisation will put forward a detailed scheme for it, an official spokesman said to the Press Conference today.

"The investments will take shares of 100,000 dinars in the Company's capital, or more if possible on condition that a loan from the International Bank or other bank will be taken."

We also told Mr. Ross that we had not yet received any reply to our two letters addressed to the Prime Minister of Jordan, and dated 18th August and 18th September respectively.

Ross said he had heard nothing about the Reuters message, but would call for an immediate report from Amman as to the whole position.

Meanwhile I am afraid it is not at all unlikely that the Government of Jordan will unilaterally denounce our rights. In these circumstances I doubt whether we could do anything without the help of the Foreign Office. Moreover, it has always seemed to me that if the Foreign Office attempt to bring pressure Jordan can now retaliate by saying that we have broken the Concession by selling our assets in Israel to the new Israel Company.

Yours very sincerely,

The Rt. Hon. Lord Nathan,
20 Copthall Avenue,
E.C.2.

We also told Mr. Ross that we had not yet received any reply to our two letters addressed to the Prime Minister of Israel, and dated 14th August and 18th September respectively.

Ross said he had heard nothing about the letters mentioned, but would call for an immediate report from Ammon on the whole position.

Meanwhile I emphasised it is not at all unlikely that the Government of Jordan will ultimately denounce our rights. In these circumstances I could neither be consulted nor anything without the help of the Foreign Office. Moreover, it was always assumed by me that if the Foreign Office succeeded in bringing pressure to bear on Jordan now regarding anything that we have proposed the discussion by making our assets in Israel to the new Israel Company.

Yours very sincerely,

To Sir. Wm. Lord Patten,
20 Pall Mall Square,
S.W.1.

COPY

LONDON
RECEIVED
26 SEP 1952

15th September, 1952.

The Rt. Honourable
The Lord Glenconner,
4 Copthall Ave.,
London, E.C.2.

Dear Lord Glenconner,

I have pleasure in confirming our exchange of cables as follows:-

Yours of the 12th September:-

"All is in order for shareholders meetings September 19th stop Have already received overwhelming support by proxy nevertheless in case unforeseen circumstances require adjournment of meeting would appreciate extension of time until end of September within which company must ratify agreement writing".

Mine of the 15th:-

"Reyourtel agree postponement if necessary stop hope you will agree postponement share issue to more favourable date stop letter follows."

I do hope that our agreement will be ratified on the 19th instant, but should it be necessary to adjourn the meeting we agree to extend the date of adoption of the Agreement by the Palestine Potash Ltd. to the 30th September.

Under Article 12(a) our Company undertook to offer for subscription in Israel 2,440,000 Ordinary Shares. We are negotiating with a number of groups, and prospects seem to be satisfactory. However, the formalities involved could not possibly be completed within the prescribed time. We further considered it advisable to delay issuing the Prospectus until after the adoption of the Agreement by PPL. I should feel obliged if you would confirm that the PPL. agrees to extend the three months' period provided in the Agreement.

You will be interested to know that the Treasury is placing at our disposal all our cash requirements.

Yours sincerely,

(Sgd.) A. Zipstein

COPY

[illegible] CONFIDENTIAL
[illegible]
26 SEP 1952

[illegible]

[illegible] September, 1952.

The Rt. Honourable
The Lord [illegible]
8 Duke's Ave.,
London, W.C.2.

Dear Lord [illegible],

I have pleasure in confirming our meeting of [illegible] as follows:-

Voice of the Lord (Independent):-

"All is in order for [illegible] meetings on October 17th etc. Have already received overwhelming support by proxy nevertheless in case interest arises [illegible] adjournment of meeting would appreciate assembly of time until end of [illegible] which company must really [illegible] writing".

Line of the Lord:-

"Very sorry agree postponement if necessary etc. hope you will agree postponement [illegible] to more favourable date etc. Letter following."

I do hope that our agreement will be ratified on the 15th instant; one should it be necessary to adjourn the meeting we agree to extend the date of completion of the Agreement by the following fifteen days, to the 30th September.

Under article 12(a) our Company undertook to offer for subscription in excess of 1,000,000 ordinary shares. We are negotiating with a number of groups, and prospects seem to be satisfactory. However, the formalities involved could not possibly be completed within the prescribed time. We further contemplate it advisable to delay issuing the [illegible] until after the election of the Government by PM. I should feel obliged if you would confirm that the [illegible] agree to extend the three months' period provided in the Agreement.

You will be interested to know that the Treasury is [illegible] to discussed [illegible] such transactions.

Yours sincerely,

(Sgd.) [illegible]

M.~~1985.~~ LHM/VS. 12th September, 1952.
2255

THE JORDAN GAZETTE.

We enclose further copies of the Jordan Gazette.

L. H. MONK.

Enclosures:

FUEL AND LIGHT OILS/INDUSTRIAL
M.~~1985~~/LHM/VS. TRADE DIV.

2255

12th September, 1952.

The Shell Company of Palestine Limited,
St. Helen's Court,
Great St. Helen's,
LONDON, E.C.3.

Dear Sirs,

re The "Jordan Gazette".

We thank you for your letter of the 11th instant sending us further copies of the "Jordan Gazette".

Yours faithfully,
for and on behalf of
PALESTINE POTASH LIMITED,

L. H. MONK.

THE SHELL COMPANY OF PALESTINE LIMITED

DIRECTORS: SIR GUY COOPER. F. A. C. GUÉPIN. (NETHERLAND). F. G. C. MORRIS. J. W. PLATT.

ST. HELEN'S COURT, GREAT ST. HELEN'S, LONDON, E.C.3.

TELEGRAPHIC ADDRESS:
SHELL LONDON
ALL CODES USED.

TELEPHONE
AVENUE 4321

YOUR REF. OUR REF. DATE.

FUEL AND LIGHT OILS/
INDUSTRIAL TRADE DIV.

11th September, 1952.

P.P.L. LONDON
RECEIVED
12 SEP 1952

Palestine Potash Limited,
62, Pall Mall,
LONDON, S.W.1.

2255

Dear Sirs,

JORDAN GAZETTE.

We enclose herewith further copies of the Jordan Gazette which have just come to hand.

Yours truly,

For: THE SHELL COMPANY OF PALESTINE LIMITED.

WDL/JM

ENCLOSURE
268

THE SHELL COMPANY OF PALESTINE LIMITED

ST. HELENS COURT GREAT ST. HELENS LONDON E.C.3.

TELEGRAMMIC ADDRESS:
SHELL LONDON
AIR CABLE:

TELEPHONE
AVENUE 1357

FUEL AND LIGHT SALES/
INDUSTRIAL TRADE DIV.

11th September, 1952.

Palestine Potash Limited,
2, Pall Mall,
LONDON, S.W.1.

Dear Sirs,

JORDAN SAMPLE.

We enclose herewith further copies of the Jordan Samples which have just come to hand.

Yours truly,

For: THE SHELL COMPANY OF PALESTINE LIMITED.

FUL/jm

c/Ld Glenconner
with c/sep
22/9/52.

c/Miss Murray
with c/sep
20/8/52

22555

18th August, 1952.

Your Excellency,

I beg to refer to my letter to you of the 18th July, to which we are awaiting a reply, and take this opportunity of enclosing for your information a copy of the Circular letter today being circulated among my Company's Shareholders in order to apprise them of the arrangements to which their approval is sought at a General Meeting of Shareholders to be held on September 19th.

Please accept,
Excellency,
the assurances of my highest consideration

For & on behalf of
PALESTINE POTASH LTD.

Chairman.

H.E.Tewfiq Pasha Abul Huda,
Prime Minister of the Hashemite
Kingdom of Jordan,
Amman,
Jordan.

EHC.

PALESTINE POTASH LIMITED

19*th August*, 1952.

To the Preference and Ordinary Shareholders.

DEAR SIR (OR MADAM),

In the Chairman's statement to the 21st Annual General Meeting of the Company held on 31st December, 1951, it was reported that Heads of an Agreement were initialled by a Committee of five Ministers set up by the Israel Government and representatives of your Company. It was also reported that a full Agreement would be prepared for ratification by the Knesseth and the approval of your Company's Shareholders.

Enclosed you will find Notice of an Extraordinary General Meeting of the Company which is convened for the purpose of considering and, if thought fit, passing a Resolution approving and confirming an Agreement which has been entered into between the Company and a new Israel Company called Dead Sea Works Limited (Mifalei Yam Hamelah Beeravon Mugbal).

This Agreement, signed on 24th July, 1952, if approved at the Extraordinary General Meeting of your Company, is subject only to adoption by the Israel Company within 21 days from its date. It carries out the intentions of both parties as outlined in the Heads of Agreement initialled last December, except that whereas it was then proposed that the new Company to be formed in Israel would offer its debentures and shares in exchange for and in acquisition of the Preference, "A" Ordinary and Ordinary Shares of Palestine Potash Limited, the Agreement as entered into now provides, *inter alia*, that the new Israel Company will purchase rights and assets of your Company by issuing to it IL390,000 Debenture Stock and 1,220,000 " B " Founders Shares of IL1 each as explained below.

The Agreement, to which H.M. Treasury has granted its consent, represents the result of long discussions between the Directors of your Company and representatives of the Government of Israel, in the course of which the claims of your Company have been put forward to the best of your Directors' ability. In the circumstances which have affected your Company's undertaking as a result of the events leading up to and subsequent to the establishment of the States of Israel and Jordan and the termination of the Mandatory Government of Palestine, the Directors are satisfied that the Agreement provides the most satisfactory available solution to the problem as to how the Company's assets can be most advantageously dealt with. Your Directors have therefore no hesitation in recommending the Agreement to you for your approval and confirmation.

Dead Sea Works Limited (below referred to as " the Israel Company ") has been incorporated in Israel and its capital is IL3,660,001 which will be constituted so as to consist of one "A" Founder Share of IL1, 1,220,000 " B " Founders Shares of IL1 each and 2,440,000 Ordinary Shares of IL1 each. Except as regards the particular matters referred to below the three classes of shares will enjoy the same rights and privileges as if they formed a single class of share. At present only the "A" Founder Share and six of the Ordinary Shares have been issued.

Under the Agreement substantially all your Company's assets will be taken over by the Israel Company and the Israel Company will as part consideration take over substantially all your Company's liabilities. As further consideration the Israel Company will issue credited as fully paid up to your Company all the 1,220,000 " B " Founders Shares of IL1 each and the IL390,000 Debenture Stock.

Certain warranties are given by the Israel Company under the Agreement, including warranties to the effect :—.

(*a*) That within one year a loan will be granted to it by the State of Israel to the amount of 2,500,000 U.S. dollars.

(*b*) That within three months the 2,439,994 unissued Ordinary Shares will be offered for subscription for cash in Israel and that any of those shares not otherwise

The appointment of Directors of the Israel Company (who are to be kept always at an uneven number) is to be regulated as follows :—

(*a*) The " B " Founders Shareholders are entitled to appoint two Directors so long as the total number of Directors does not exceed thirteen and three Directors if the total number exceeds thirteen. Lord Glenconner and Mr. Israel B. Brodie are named in the Articles as two of the Directors of the Company and are to be deemed to have been appointed by the " B " Founders Shareholders.

(*b*) The Ordinary Shareholders are entitled to appoint such a number of Directors as shall be, together with the Directors appointed by the " B " Founders Shareholders, less by one than the number of Directors the "A" Founder Share is entitled to appoint.

(*c*) The "A" Founder Shareholder is entitled to appoint such a number of Directors as shall equal half the total number of Directors rounded off to the next highest numeral.

Special provisions will apply to dividends on the " B " Founders Shares as follows :—

(*a*) Dividends payable to Shareholders resident in the Sterling Area will be payable at their place of residence in sterling, to Shareholders resident in the United States of America in U.S.A. dollars and to Shareholders resident outside the Sterling Area and United States of America in the local currency of their place of residence. Payment will be made at the official rate of exchange for the transfer of dividends prevailing on the date of the declaration of the dividend.

(*b*) The dividends will be payable only out of the non-Israel currency obtained (in cash or in kind) by the Israel Company from the sales of its products outside Israel.

(*c*) The Israel Company may set off and deduct from such dividends any sums which it may be required to pay under the Agreement in satisfaction of claims (i) against your Company in respect of certain matters which may be made and established by the late Government of Transjordan or its successors in title arising out of the original Concession granted by the late Government and the late Government of Palestine jointly to your Company or (ii) against your Company by the late Government of Palestine or anyone claiming in right of it in respect of the chlorine plant at the North end of the Dead Sea, including in each case any costs and expenses incurred in connection with any resistance to such claims.

Certain letters have been exchanged on the signing of the Agreement dealing with a number of subsidiary matters.

The foregoing information summarises the main features of the Agreement between your Company and the Israel Company. A copy of that Agreement (with Schedules thereto containing the terms of the Articles of Association of the Israel Company and of the Trust Deed to constitute and secure the Debenture Stock and a statement of the assets to be taken over and liabilities to be assumed by the Israel Company), a copy of the guarantee of the State of Israel of the Israel Company's obligations thereunder and of the letters referred to above are available for inspection at any time during business hours on any weekday (except Saturdays) at the Company's Registered Office, 62, Pall Mall, London, S.W.1, and at Potash House, King George Avenue, Jerusalem, Israel.

A form of proxy for your use in case you are unable to attend the meeting is enclosed. Proxy forms, to be effective, must be completed and returned so as to reach the Company's office in London not later than 12 noon on Wednesday, the 17th September, 1952. The sending in of a proxy form will not preclude you from attending the meeting and voting in person should you find yourself able to be present.

Yours faithfully,

By Order of the Board,

G. A. STOLAR,

Secretary.

subscribed in Israel will be subscribed by or on behalf of the State of Israel for cash at par.

(*c*) That any necessary permits from the Israel authorities will be granted to enable any non-Israel currency obtained (in cash or in kind) by the Israel Company from sales of its products outside Israel to be applied in paying at their place of residence (i) when due the interest and principal of the Debenture Stock in sterling to Stockholders resident in the Sterling Area and in U.S.A. dollars to Stockholders resident outside the Sterling Area and (ii) when declared dividends on the " B " Founders Shares in sterling to shareholders resident in the Sterling Area, in U.S.A. dollars to shareholders resident in the United States of America and in the currency of the territory where such shareholders are resident to shareholders resident outside the Sterling Area and the United States of America. In this connection your attention is drawn to the summaries set out below of the limitations contained in the draft Trust Deed for securing the Debenture Stock regarding payment of the interest and principal thereof and the limitations contained in the draft Articles of Association of the Israel Company regarding payment of dividends on the " B " Founders Shares.

(*d*) That the Israel Government will (if necessary) grant or procure long term loans to the Israel Company to enable it to achieve production at the rate of 135,000 tons of Potash per annum.

(*e*) That rates of exchange, which after consultation with the Israel Company the Israel Government deems fair and reasonable, will be accorded to " B " Founders Shareholders for shares which may be offered to them on any future increase of capital.

(*f*) That so long as official multiple rates of exchange prevail between Israel currency and sterling or U.S. dollars the Israel Company will obtain from the State of Israel for any year in which it has produced and exported at least 50,000 tons of Potash such export premium as will enable it to obtain prices for its products in terms of Israel currency sufficient to earn at least 6 per cent. for the year (before charging income tax and company profits tax) on its issued "A" Founder, " B " Founders and Ordinary Shares.

Upon completion of the Agreement the State of Israel will guarantee the due performance of the Israel Company's obligations thereunder and of the above warranties.

Under the Agreement your Company has undertaken to use its best endeavours to raise or procure to be raised for the Israel Company a loan of 1,000,000 U.S. dollars, or the equivalent in sterling.

Under the Agreement the Israel Company will on behalf of your Company pay such compensation to outgoing Directors and retiring testimonials to retiring employees of your Company not exceeding a total sum of £20,000 as your Company in General Meeting may determine. The Board has already resolved, subject to approval and determination of a Resolution in General Meeting, to make payments by way of testimonial amounting in total to £8,000 to certain employees of your Company, not members of the Board, and to make a payment of £6,500 to Mr. M. A. Novomeysky in connection with the termination by the Company of his office of Managing Director. A Resolution for approving and determining such payments will be submitted to the Extraordinary General Meeting. These payments, if so approved and determined, will be borne by the Israel Company in accordance with this provision of the Agreement.

The implementation of the Agreement will therefore place the Israel Company in a position which should enable it to develop to the best advantage the Potash resources in Israel, and your Company will accordingly benefit through its holding of the Debenture Stock and " B " Founders Shares of the Israel Company.

The Debenture Stock will be secured by a Trust Deed of which Bank Leumi Leisrael Trust Company Limited of Tel Aviv, Israel, will be the Trustees. It will carry interest at the rate of 5 per cent. per annum, payable (subject as below mentioned) half-yearly on the 30th day of June and the 31st day of December in every year, the first payment to be calculated from 1st April, 1953, and to be made

on 31st December, 1953, provided that such interest is in respect of any year to be payable only if and to the extent that the Israel Company has available non-Israel currency earned by it in that year or subsequent years. The final date for redemption of the Debenture Stock is the 31st December, 2002, but the Israel Company may in the meantime redeem the whole or any part (to be selected by drawings) at par plus accrued interest, and may redeem any Stock by purchase on the market at or below par exclusive of accrued interest. Any Stock redeemed by drawings is to be repaid in non-Israel currency. Any repayment otherwise than by drawings is to be effected out of non-Israel currency so far as available, which failing, out of the other assets of the Israel Company available after providing for prior encumbrances. All payments of principal or interest out of non-Israel currency are (subject to any necessary licences, as to which see paragraph (*c*) opposite) to be made at their place of residence in sterling (at the rate of £1 sterling to the IL1) to Stockholders resident in the Sterling Area and in U.S.A. dollars (at the rate of 2.8 dollars to the IL1) to Stockholders resident outside the Sterling Area. All other payments of principal of the Debenture Stock are to be made in Israel pounds.

The Debenture Stock will be secured by a first floating charge on the Israel Company's non-Israel currency income and a second floating charge on the remainder of the Israel Company's undertaking and assets ranking next after charges thereon which the Israel Company may create for securing :—

(i) the loan of 2,500,000 U.S. dollars above referred to;

(ii) any long-term loans granted or procured by the Israel Government as mentioned in sub-paragraph (*d*) above referring to warranties; and

(iii) the loan of 1,000,000 U.S. dollars which your Company is to endeavour to raise or procure for the Israel Company or such loan as may be obtained in lieu thereof.

In effect, therefore, the assets of the Israel Company are to be divided into two categories, viz. : (*a*) proceeds in non-Israel currency of sales of its products abroad and (*b*) its assets in Israel and the proceeds in Israel currency of sales of its products in Israel. Subject to any specific mortgages or charges which the Israel Company may create, the Debenture Stockholders will have the first claim on the proceeds in non-Israel currency of the sale of its products abroad, and will have a claim on the assets and proceeds in Israel currency of the sale of its products in Israel subject only to prior claims thereon which may be created in favour of creditors for the loans mentioned above.

As regards the shares in the Israel Company :—

(*a*) The "A" Founder Share has been subscribed and is held by or on behalf of the State of Israel.

(*b*) The " B " Founders Shares will be owned by your Company.

(*c*) The Ordinary Shares will be held by the general public in Israel or elsewhere.

Under the Articles of Association of the Israel Company which are to be adopted in accordance with the Agreement, any new shares in addition to the present authorised capital of IL3,660,001 are, on issue, to be offered in the first place to the " B " Founders Shareholders and the Ordinary Shareholders in proportion to their existing holding. Thus the " B " Founders Shareholders, on taking up all the shares required to be offered to them, will be able to retain one-third of the equity of the Israel Company. It is also provided that on a capitalisation of profits the new shares issued to " B " Founders Shareholders shall be " B " Founders Shares.

The Articles provide for the voting control of the Israel Company to be regulated as follows :—

(*a*) The "A" Founder Share carries 51 per cent. of the total votes.

(*b*) The " B " Founders Shareholders, as a class, carry 16 per cent. of the total votes and the manner in which that 16 per cent. voting is to be exercised is to be decided by a majority vote at a separate meeting of the " B " Founders Shareholders which will be held whenever the occasion arises.

(*c*) The Ordinary Shares carry the remaining 33 per cent. of the total votes, each Ordinary Share carrying its due proportion of that 33 per cent.

S.2255.

18th August, 1952.

Your Excellency,

I beg to refer to my letter to you of the 18th July, to which we are awaiting a reply, and take this opportunity of enclosing for your information a copy of the Circular letter today being circulated among my Company's Shareholders in order to apprise them of the arrangements to which their approval is sought at a General Meeting of Shareholders to be held on September 19th.

Please accept,
Excellency,
the assurances of my highest consideration

For & on behalf of
PALESTINE POTASH LTD.

Chairman.

H.E. Tewfiq Pasha Abul Huda,
Prime Minister of the Hashemite
Kingdom of Jordan,
Amman,
Jordan.

KNCS.

S.2255.

19th August, 1952.

Y. Taji Farouki Esq.,
Secretary
Jordan Legation,
6, Upper Phillimore Gardens,
London, W.8.

Dear Mr. Farouki,

Referring to our telephone conversation of this morning I am enclosing Lord Glenconner's letter to His Excellency the Prime Minister of Jordan, and would be very grateful if you could kindly arrange for it to be forwarded by Bag.

I am,

Yours sincerely,

ENC.
GAS/NH.

THE SHELL COMPANY OF PALESTINE LIMITED

DIRECTORS: SIR GUY COOPER. F. A. C. GUÉPIN. (NETHERLAND). F. G. C. MORRIS. J. W. PLATT.

ST. HELEN'S COURT, GREAT ST. HELEN'S, LONDON, E.C.3.

TELEGRAPHIC ADDRESS:
SHELL LONDON
ALL CODES USED.

TELEPHONE
AVENUE 4321

YOUR REF. OUR REF. DATE.

FUEL AND LIGHT OILS/
INDUSTRIAL TRADE DIV.

2nd September, 1952.

PPL LONDON
RECEIVED
3 SEP 1952
M2255

Palestine Potash Limited,
62, Pall Mall,
LONDON, S.W.1.

Dear Sirs,

JORDAN GAZETTE.

We enclose herewith further copies of the Jordan Gazette which have just come to hand.

Yours truly,

For: THE SHELL COMPANY OF PALESTINE LIMITED

P. Shaw

WDL/JM

ENCLOSURE
283

THE SHELL COMPANY OF PALESTINE LIMITED

ST. HELENS COURT, GREAT ST. HELENS, LONDON, E.C.1.

FUEL AND LIGHT OILS/
INDUSTRIAL TRADE DIV.

2nd September, 1952.

Palestine Potash Limited,
62, Pall Mall,
LONDON, S.W.1.

Dear Sirs,

JORDAN GAZETTE.

We enclose herewith further copies of the Jordan Gazette which have just come to hand.

Yours truly,

For: THE SHELL COMPANY OF PALESTINE LIMITED

WDL/MM

Fueld and Light Oils/Industrial Trade Div.
M.2255.

5th September, 1952.

The Shell Company of Palestine, Limited,
St. Helen's Court,
Great St. Helen's,
LONDON, E.C.3.

Dear Sirs,

"JORDAN GAZETTE".

We thank you for your letter of the 2nd instant, sending us further copies of the "Jordan Gazette".

Yours faithfully,
for and on behalf of
PALESTINE POTASH LIMITED,

L. H. MONK,
Assistant Secretary.

M.2255. 5th September, 1952.

1309.

"JORDAN GAZETTE".

We enclose further copies of the "Jordan Gazette".

L. H. MONK.

4 copies.

FUEL AND LIGHT OILS /INDUSTRIAL TRADE DIV.
M.2255

15th August, 1952.

The Shell Co. of Palestine Ltd.,
St. Helen's Court,
Great St. Helen's,
LONDON. E.C.3.

Dear Sirs,

JORDAN GAZETTE.

We thank you for your letter ABH/SMA of the 12th instant sending us further copies of the Jordan Gazette.

Yours faithfully,

For & on behalf of
PALESTINE POTASH LTD.

L. H. Monk
Assistant Secretary.

LHM/MMR.

No.2255 1272 15th August, 1952.

SURFACE MAIL

JORDAN GAZETTE

We send you herewith further copies of the Jordan Gazette.

L.H.Monk

ENCS.
LHM/MMR.

THE SHELL COMPANY OF PALESTINE LIMITED

DIRECTORS: SIR GUY COOPER. F. A. C. GUÉPIN, (NETHERLAND). F. G. C. MORRIS. J. W. PLATT.

ST. HELEN'S COURT, GREAT ST. HELEN'S, LONDON, E.C.3.

TELEGRAPHIC ADDRESS:
SHELL LONDON.
ALL CODES USED.

TELEPHONE
AVENUE 4321

YOUR REF.

OUR REF. FUEL AND LIGHT OILS/
INDUSTRIAL TRADE DIV.

DATE. 12th August 1952.

Palestine Potash Limited,
62, Pall Mall,
LONDON, S.W.1.

Dear Sirs,

JORDAN GAZETTE.

We enclose herewith further copies of the Jordan Gazette which have just come to hand.

Yours truly,

For: THE SHELL COMPANY OF PALESTINE LIMITED.

P. Shaw

ABH/SMA.

HPL LONDON
RECEIVED
13 AUG 1952
15/8/52

sent by Singapore mail
to Jerusalem office
15/8/52

ENCLOSURE
8

THE SHELL COMPANY OF PALESTINE LIMITED

(Incorporated in England with Limited Liability)

ST. HELENS COURT, GREAT ST. HELENS, LONDON, E.C.1.

Telegraphic Address:
SHELL, LONDON
Telephone No. 6000 (Avenue)

Telephone:
AVENUE 6000

PLEASE AND TIMES CLEAR
INDEXING IN THE MARGIN.

12th August 1922.

Palestine Potash Limited,
32, Pall Mall,
LONDON, S.W.1.

Dear Sirs,

JORDAN CONCESSION.

We enclose herewith duplicate copies of the Jordan Agreements which have just come to hand.

Yours truly,

for THE SHELL COMPANY OF PALESTINE LIMITED.

ADVENS.

M.2255. 1258. 24th July, 1952.

We enclose further copies of the Jordan Gazette.

L.H. Monk.

M. 2255. 24th July, 1952.

Messrs. Shell Co. of Palestine Ltd.,
St. Helen's Court,
Great St. Helen's,
E.C. 3.

Dear Sirs,

The Jordan Gazette.

We thank you for your letter of the 22nd instant, sending us further copies of the Jordan Gazette.

Yours faithfully,

For & on behalf of
PALESTINE POTASH LTD.,

L.H. Monk
Assistant Secretary.

THE SHELL COMPANY OF PALESTINE LIMITED

DIRECTORS: SIR GUY COOPER. F. A. C. GUÉPIN. (NETHERLAND). F. G. C. MORRIS. J. W. PLATT.

ST. HELEN'S COURT, GREAT ST. HELEN'S, LONDON, E.C.3.

TELEGRAPHIC ADDRESS:
SHELL LONDON
ALL CODES USED.

TELEPHONE
AVENUE 4321

YOUR REF. OUR REF. DATE.

FUEL AND LIGHT OILS/INDUSTRIAL TRADE DIV.

22nd July, 1952.

Palestine Potash Limited,
62, Pall Mall,
LONDON, S.W.1.

Dear Sirs,

THE JORDAN GAZETTE

We have pleasure in enclosing herewith further copies of the Jordan Gazette which have just come to hand.

Yours truly,

For: THE SHELL COMPANY OF PALESTINE LIMITED

A G Barber

F.P.L. LONDON
RECEIVED
2 JUL 1952
2255

ABH/JM

ENCLOSURE
37

THE SHELL COMPANY OF PALESTINE LIMITED

ST. HELENS COURT, GREAT ST. HELENS, LONDON E.C.3.

TELEGRAMS & ADDRESS:
SHELLPAL, LONDON
LIBERTY 3400.

TELEPHONE
AVENUE 4321

EUROPEAN LAND DEVELOPMENT DEPARTMENT.

22nd July, 1952.

Palestine Potash Limited,
Sodom,
Israel.

Dear Sirs,

THE JORDAN CONCESSION

We have discussed in London the potential market supplies of the Jordan Concession which Shell proposes to take.

Yours truly,

For: THE SHELL COMPANY OF PALESTINE LIMITED

SHELL COMPANY
HAIFA-U
2

2255

18th July, 1952.

Copy sent by Palestine to Mr. Prime 18/7/52

Your Excellency,

It is now more than four years since this Company's operations at the Northern End of the Dead Sea were suspended. Nevertheless, the Company remains the owner of its physical assets and any acquired rights it may have in Jordan territory.

Having regard to these circumstances, I am authorised to say that the Company is ready to enter into negotiations with the Government of Jordan with a view to reaching an agreement whereby, on payment of an agreed sum as the purchase price of the Company's assets in Jordan and as compensation for the destruction of its Works, the ownership of the Company's rights and assets in Jordan will pass to the Government of Jordan and all claims by one party against the other be mutually released.

I would be grateful to receive your suggestions as to how best such negotiations should be commenced.

Please accept,
Excellency,
the assurances of my highest consideration

For & on behalf of
PALESTINE POTASH LTD.

sgd: GLENCONNER.
CHAIRMAN.

H.E. Tewfiq Pasha Abul Huda,
Prime Minister of the Hashemite
Kingdom of Jordan,
Amman,
Jordan.

CHAIRMAN.

18th July, 1952.

Your Excellency,

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For & on behalf of
PALESTINE POTASH LTD.

sgd: GLENCONNER.
CHAIRMAN.

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Prime Minister of the Hashemite
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Amman,
Jordan.

18th July, 1952.

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For & on behalf of
PALESTINE POTASH LTD.

sgd: GLENCONNER.

CHAIRMAN.

H.E. Tewfiq Pasha Abul Huda,
Prime Minister of the Hashemite
Kingdom of Jordan,
Amman,
Jordan.

[illegible] July, 1[illegible].

Dear Jawaharlal,

It is very nice from [illegible] [illegible] to [illegible] [illegible] for [illegible] of the [illegible] [illegible]. Nevertheless, the [illegible] the [illegible] of the [illegible] [illegible] [illegible]

18th July, 1952.

Your Excellency,

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Excellency,
the assurances of my highest consideration

For & on behalf of
PALESTINE POTASH LTD.

sgd: GLENCONNER.

CHAIRMAN.

H.E.Tewfiq Pasha Abul Huda,
Prime Minister of the Hashemite
Kingdom of Jordan,
Amman,
Jordan.

18th July, 1952.

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Please accept,
Excellency,
the assurances of my highest consideration

For & on behalf of
PALESTINE POTASH LTD.

sgd: GLUCKSMEIER.
CHAIRMAN.

H.E.Tewfiq Pasha Abul Huda,
Prime Minister of the Hashemite
Kingdom of Jordan,
Amman,
Jordan.

18th July, 1952.

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Excellency,
the assurances of my highest consideration

For & on behalf of
PALESTINE POTASH LTD.

sgd: GLENCONNER.
CHAIRMAN.

H.E. Tewfiq Pasha Abul Huda,
Prime Minister of the Hashemite
Kingdom of Jordan,
Amman,
Jordan.

18th July, 1952.

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I would be grateful to receive your suggestions as to how best such negotiations should be commenced.

Please accept,
Excellency,
the assurances of my highest consideration

For & on behalf of
PALESTINE POTASH LTD.

sgd: [illegible]
CHAIRMAN.

H.E. Sayid Fawzi Afuf Bey,
Prime Minister of the Hashemite
Kingdom of Jordan,
Amman,
Jordan.

18th July, 1952.

Your Excellency,

It is now more than four years since this Company's operations at the Northern End of the Dead Sea were suspended. Nevertheless, the Company remains the owner of its physical assets and any acquired rights it may have in Jordan territory.

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Excellency,
the assurances of my highest consideration

For & on behalf of
PALESTINE POTASH LTD.

sgd: GLENCONNER.

CHAIRMAN.

H. E. Tewfiq Pasha Abul Huda,
Prime Minister of the Hashemite
Kingdom of Jordan,
Amman,
Jordan.

18th July, 1952.

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I would be grateful to receive your suggestions as to how best such negotiations should be commenced.

Please accept,
Excellency,
the assurances of my highest consideration

For & on behalf of
PALESTINE POTASH LTD.

sgd: GLENCONNER.

CHAIRMAN.

H.E. Tewfiq Pasha Abul Huda,
Prime Minister of the Hashemite
Kingdom of Jordan,
Amman,
Jordan.

MARIANO

PALESTINE POTASH LIMITED 15.7.52.

DRAFT LETTER (to be appropriately addressed) to THE GOVERNMENT OF JORDAN

It is now more than four years since this Company's operations at the Northern End of the Dead Sea were suspended. Nevertheless, the Company remains the owner of its physical assets and any acquired rights it may have in Jordan territory.

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I would be grateful to receive your suggestions, as to how best such negotiations should be commenced

For and on behalf of
PALESTINE POTASH LTD

F.E.L LONDON
RECEIVED
15 JUL 1952

1242

2nd July, 1952

THE JORDAN GAZETTE

We enclose further copies of THE JORDAN GAZETTE.

L. H. Monk

ENCS

LHM/PS

Fuel Oil General/I.T.

2nd July, 1952

The Shell Company of Palestine Ltd.,
St. Helen's Court,
Great St. Helen's,
London, E.C.3.

Dear Sirs,

THE JORDAN GAZETTE

We thank you for your letter of the 30th ultimo, enclosing further copies of the Jordan Gazette.

Yours faithfully,
For and on behalf of
PALESTINE POTASH LTD.

L. H. Monk
Assistant Secretary

LHM/PS

Tel Aviv 2255

Jordan Exploration Co. Ltd., affiliated to the British Registered Palestine Potash Co., is today filing application for order nisi against Israeli Government to show cause why concession granted it by the British Mandatory authorities in Palestine for petroleum exploration and prospecting is not repeat not recognised by the Israeli Government.

Jordan Exploration Co. holds two licences for small areas of 1,000 sq. km. on Western bank of Dead Sea where Company has conducted oil exploration work which was interrupted by the Palestine war in 1948.

Mr. Novomeysky Company's General Manager claims that Israeli Government prevented resumption of exploration work by the announcement of the new oil mining law being drafted.

Oil mining bill tabled this week in Knesset (Parliament) cancelling all concession rights granted by the British authorities. Iraq Petroleum hold concession over the bulk of Palestinian territory reportedly not repeat not claiming that their rights are still valid. Several small groups and companies have indicated a desire to apply for exploration and drilling licences as soon as the oil mining law is passed.

MR. STOLAR
Received by telephone 1st July, 1952 from Mr. Mortimer of Reuters (CHX 6060 Ext. 141). He would like your observations.

THE SHELL COMPANY OF PALESTINE LIMITED

DIRECTORS: SIR GUY COOPER. F. A. C. GUÉPIN. (NETHERLAND). F. G. C. MORRIS. J. W. PLATT.

ST. HELEN'S COURT, GREAT ST. HELEN'S, LONDON, E.C.3.

TELEGRAPHIC ADDRESS:
SHELL LONDON.
ALL CODES USED.

TELEPHONE
AVENUE 4321

YOUR REF.

OUR REF. FUEL OIL GENERAL/I.T.

DATE. 30th June 1952.

Palestine Potash Limited,
62, Pall Mall,
LONDON, S.W.1.

Dear Sirs,

THE JORDAN GAZETTE.

We have pleasure in enclosing herewith further copies of the Jordan Gazette which have just come to hand.

Yours truly,

For: THE SHELL COMPANY OF PALESTINE LIMITED.

WDL/SMA.

FUEL LONDON
RECEIVED
2 JUL 1952
2/7

ENCLOSURE 271

ENCLOSURE 270

THE SHELL COMPANY OF PALESTINE LIMITED

ST. HELENS COURT, GREAT ST. HELENS, LONDON, E.C.3.

TELEGRAMS AND CABLES:
SHELL LONDON
ALL CODES USED.

TELEPHONE
AVENUE 4321

FUEL OIL GENERAL.T.

30th June 1952.

Palestine Potash Limited,
62, Pall Mall,
LONDON, S.W.1.

Dear Sirs,

THE JORDAN GAZETTE.

We have pleasure in enclosing herewith further copies of the Jordan Gazette which have just come to hand.

Yours truly,

For: THE SHELL COMPANY OF PALESTINE LIMITED.

WDM/EMA.

POTASH LIBRARY
RECEIVED
JUL 2

62, Pall Mall,
London, S.W.1.

S.2255. 1214. 29th May, 1952.

Alleged Jordan Operations at the Dead Sea.

In reply to your letter L.1181/420 of 22nd May, the formation of a British Company with a Capital of £1M to exploit the Dead Sea from the Jordan end would, if true, almost certainly have been reported by the Amman Correspondent of "THE TIMES" at the same time as the news appeared in the Jordan Press. Nothing has appeared in any of the Papers here and we are doubtful whether there is anything in it.

As you know, Arab Newspapers as a rule are not very credible about economic or financial matters, and some of the details resemble those of the recently formed Jordan Phosphate Co. of which we sent you particulars a few days ago. Moreover, as we then wrote you the information we received here from a reliable source was that the only British party which had responded to Jordan enquiries about exploiting Potash was Maitland Edwards who is certainly unlikely to find anyone in the U.K. to put up a guaranteed loan of £350,000. Nor would the Export Credits Guarantee Department back any investment Abroad without consulting, among others, the Treasury and through the Treasury the Foreign Office, and which would involve the breach of an existing Concession such as the P.P.L. Concession.

Nevertheless in view of the circumstantial report we are making enquiries and will let you know.

G.A. Stolar.

GAS/EH.

Jerusalem Office.

xxxxxxxxxxxxx xxx
xxxxxxxxx

M.2255. 1211. 28th May, 1952.

SURFACE MAIL.

JORDAN GAZETTE.

We send you herewith further copies of the Jordan Gazette.

L.H.Monk.

Kindly acknowledge receipt.
Do you still want these?

ENCS.
LHM/EH.

FUEL OIL GENERAL/I.T.
M.2255.

28th May, 1952.

The Shell Co. of Palestine Ltd.,
St. Helen's Court,
Great St. Helen's,
London, E.C.3.

Dear Sirs,

JORDAN GAZETTE.

We thank you for your letter ANI/MJW of 26th instant sending us further copies of the Jordan Gazette.

Yours faithfully,

For & on behalf of
PALESTINE POTASH LTD.

L.H.Monk
Assistant Secretary.

LHM/EL.

ALL COMMUNICATIONS TO BE ADDRESSED TO THE COMPANY.

TELEPHONE NO.
AVENUE 4321.

TELEGRAPHIC ADDRESS:
"SHELL," LONDON.

THE SHELL COMPANY OF PALESTINE LIMITED.

DIRECTORS:
SIR GUY COOPER.
SIR GEORGE LEGH-JONES, M.B.E.
F. G. C. MORRIS.
J. W. PLATT.

ALL CODES USED

ST HELEN'S COURT,
GREAT ST HELEN'S,
LONDON, E.C.3.

IN REPLY PLEASE REFER TO

FUEL OIL GENERAL/I.T.

26th May, 1952.

Palestine Potash Limited,
62 Pall Mall,
LONDON, S.W.1.

P.P.L. LONDON
RECEIVED
27 MAY 1952
28-5-52
M. 2255.

Dear Sirs,

JORDAN GAZETTE

We have pleasure in enclosing herewith further copies of the Jordan Gazette which have just come to hand.

Sent by Surface mail
to Jerusalem office
28-5-52

Yours truly,

FOR: THE SHELL COMPANY OF PALESTINE LIMITED.

ABH/MJW

ENCLOSURE
36

RPL LONDON
RECEIVED
2 MAY 1952
[illegible]

Jerusalem, 22nd May, 1952

L.1181/420

Jordan

From Palestine Potash ~~Ltd.~~, JERUSALEM.

To LONDON OFFICE.

The Jordan press reported yesterday that an expert had arrived in Jordan to prepare plans for the development and commencing of operations at the Dead Sea. The concession had been granted to a British Company. The capital would be £1,000,000, of which £350,000 would be put up by a guaranteed loan in Britain, probably under the Export Credits Department, £400,000 would be raised in the U.K. and the balance would be subscribed in Jordan. The name of the company was not disclosed, nor the terms of the so-called "Concession".

You may have some other information in London, which you can pass on to us.

Yours faithfully,

Citron

sgd: A.Citron
AC/RS

To Lord Glenconner 29.5.52

29/5

2253

To Eban
Arthur
American
Secretary

Mr Eban

Company being formed to work also Turkish Concession
I do not know whom
they have got behind

From Palestine Potash Ltd.
P.O.B. 773,
Jerusalem, ISRAEL.

אגרת אויר

Messrs. Palestine Potash Ltd.,
62 Pall Mall,
LONDON S.W. 1.
England.

PAR AVION דואר אויר

קפל שלישי

כי יושם משהו בפנים האגרת — תשולח זו בדואר רגיל.

קפל שני

קפל ראשון

62, Pall Mall,
London, S.W.1.

S.2255. 1205. 22nd May, 1952.

A. Citron Esq.,
Jerusalem.

Dear Citron,

Referring to your air letter of 31st March, I am informed on good authority that the Jordan Government's official invitation for tenders for exploiting Potash from their end of the Dead Sea has so far proved fruitless.

The only response has been from Colonel Maitland Edwards, whom you know all about and who has been posing to them as ~~a~~ holder of a ~~the~~ Turkish Concession.

Negotiations, I understand, are going on with him, but I should hardly think he is in a position to raise a penny for this project.

Yours sincerely,

P.S. Maitland Edwards is probably the "British Firm" to which reference is made in the Press Notice of 23rd April, of which you sent me a copy. I do not know whether it is a translation from an Israeli Paper. It begins: "From reports in the Jordan Press that the Minister of Economic Affairs in the Debate on the Budget, etc.".

GAS/EH.

Arch. Minutes

16.5.1952.

Dear Mr. Citron,

I went through the enclosed Gazettes and found nothing of importance except ~~the~~ a question submitted to the Jordan Government by a member of Parliament regarding your Company.

An english translation of the question is enclosed.

It is very important to follow the reply of the Government.

Yours Sincerely

Shona Battaft

Minutes of Neeles Jordan

At the Jordan Parliamentary Session held on Wednesday, 16.12.1951, the following question was put before the Government:

To H.E. The President of Parliament.

with reference to the Concession granted to the Palestine Potash for the extract of salts and minerals from the Dead Sea published in the Official Gazette No 364 dated 16.9.1932, and

with reference to the proportionate profits (although small) derived by ~~the~~ Government from the working of the said concession as laid down in para (1) of Article (10) and in Article 22 of the said Concession, and

with reference to the stoppage of the said Company in the carrying out of its undertakings in accordance with the terms of the said concession and its contravention of the said terms

What does prevent the Government from declaring the said Concession as null & void by taking the steps laid down in para (1) of Article 28 in view of the defaults under paras (b) & (e) of Article (28)(1) and para 2 of the same Article, which defaults were committed by the said Company or in the light of any other default mentioned in the Agreement granting the Concession.

sd. Rashad Miswada
member for Hebron

LIST OF CREDITORS

as at 31st December, 1933.

BRAUDE, F. L. A. A.

This list is an inseparable part of the Certified Balance Sheet to which it is attached

Haifa Office			
Carmel Bus Service		50	920
Judea Co.		32	619
Rent		27	500
Walters		22	595
Lime & Stone		22	200
I.C.I.		22	182
Levant Agencies		21	750
American Colony		20	981
Manas Sekaly		16	093
Herzlia Land		15	950
Post Office, Telephone		15	930
Palestine Small Ind.		12	974
Dr. M. Eliash		11	637
Rob Ferri		11	800
Loan Bank		11	364
Maurice Levin		9	790
Ross		9	330
Bradstreets		8	638
Rokach & Co.		7	193
Patt		5	793
Harris & Bassan		5	733
Dr. Smoira		5	-
Palestine Bananas		4	790
Isaac M. Levy		4	600
A.P.C. - clients		4	043
Bayside Land Corp.		3	875
Joseph Geddah		3	585
L.P.O. Guy		3	235
H. Zaideh		2	274
Jerusalem Office, (to be verified) ...		2	249
Zirillich		1	227
Palestine Lloyd		-	968
Moaza		-	620
Cotonificio		-	750
Mrs. Mohl		-	660
Astrahan		-	660
Shemen		-	728
Zilberberg		-	180
Z. Rosenbaum		-	130
Silverman		-	168
Palestine Trust Co.		-	318
V. Hakim		-	290
Vaad Leumi		-	050
Sundry -			
Tova Horowitz	5 823		
Ketner	2 780		
Herman Stock	2 275		
Sapir	1 900		
Hack	- 960		
Mandelman	- 140		
Saharov	- 250		
Eringer	- 500		
Goldman	- 130		
Barsky ...8 ...	- 025	14	783
	Total	418	155

62, Pall Mall,
London, S.W.1.

15th May, 1952.

S.2255. 1184.

M.A.Novomeysky Esq.,
Jerusalem.

Dear Mr. Novomeysky,

We had a call yesterday from a Dr. Jamal Nasir, a Lawyer practising in Amman and whose name presumably indicates that he is an ex-Palestinian Arab. He has an Office in the Temple, and may, therefore, be a British Barrister. He comes over frequently from Amman on business and came to enquire about a few Shares held by an Arab Client.

I have no idea who Dr. Nasir was in Palestine before 1948, nor what value to attach to his statements, but I got him to speak about the position in Jordan generally and Jordan's plans about the Dead Sea. He said that a few British Groups and an Italian Group now have Representatives in Amman negotiating with the Government about Minerals. He actually said "Potash", but I rather believe that the main subject of negotiations is Phosphates, and that the Jordan Government is trying to interest them in exploiting Potash on the Jordan side. I tried to coax him into disclosing the parties involved, and though he was not to be drawn there is no doubt that they are Fisons. I know some of the Directors and will be seeing them shortly.

I warned Nasir that the exploitation of Potash from the Jordan end would be a breach of our Concession and would involve millions of pounds for putting up the Plant and many more millions to solve the immense transport difficulties. I also told him that today the supply exceeded the demand and that potential investors were, therefore, unlikely to be interested in such a proposition unless at best only a small amount was involved.

On leaving Dr. Nasir said he would like to call again and have a chat with me.

I will be seeing Mr. Keren, the Israeli Charge d'Affaires here in a day or two and will tell him all about it.

Yours sincerely,

GAS/EH.

xxxxxxxxxxxxx xxx

xxxxxxxxx

A. Citron Esq.,
Jerusalem Office.

S.2255. 1185. 14th May, 1952.

AIRMAIL.

Dear Citron,

Many thanks for your letter L.1169/410.FS of 6th May with all the stated enclosures which reached me yesterday.

I have passed on to Lord Nathan Enclosures 1 and 2 which were not mentioned in your cable 389, in addition to Enclosure No. 5, asking him to return the first two Documents.

I will let you have Documents 1 to 4 back as soon as possible.

Yours sincerely,

GAS/EH.

FUEL OIL GENERAL/I.T.
M.2255.

14th May, 1952.

The Shell Co. of Palestine Ltd.,
St. Helen's Court,
Great St. Helen's,
London, E.C.3.

Dear Sirs,

JORDAN GAZETTE.

We thank you for your letter WDL/JM of 13th instant sending us further copies of the Jordan Gazette.

Yours faithfully,

For & on behalf of
PALESTINE POTASH LTD.

L.H.Monk
Assistant Secretary.

LHM/EH.

3 ∇ 4

Supplement No. 1

to

The Palestine Gazette No. 711 of 19th August, 1937.

SAFEGUARDING OF PUBLIC WATER SUPPLIES ORDINANCE,

No. 17 of 1937.

AN ORDINANCE TO SAFEGUARD PUBLIC WATER SUPPLIES.

BE IT ENACTED by the High Commissioner for Palestine, with the advice of the Advisory Council thereof :—

1. This Ordinance may be cited as the Safeguarding of Public Water Supplies Ordinance, 1937. Short title.

2. In this Ordinance, unless the context otherwise requires : Interpretation.

"Public water supply" means any supply or projected supply of water which is controlled or to be controlled by Government or by a Municipality or by a Local Council and any other supply or projected supply of water which the High Commissioner, by notice published in the Gazette, may declare to be a public water supply for the purpose of this Ordinance : Provided that no supply or projected supply of water shall be deemed or declared to be a public water supply for the purpose of this Ordinance unless it is used or to be used primarily for domestic purposes.

"Well" means any work, structure or appliance designed to bring underground water to the surface of the land.

Declaration of Public Water Supply Area.

3.—(1) If in any case it appears to the High Commissioner that it is necessary to safeguard any public water supply, he may, by notice published in the Gazette, declare any area known or believed to contain water suitable for such public water supply to be a Public Water Area. No appeal shall lie against such declaration :

Provided that if no operations for the purpose of obtaining or maintaining a public water supply are carried out on any area within two years of its declaration as a Public Water Supply Area by notice as aforesaid, such area shall thereupon cease to be a Public Water Supply Area.

(2) Every such notice shall contain a statement of the boundaries of the Public Water Supply Area and copies of the notice shall forthwith upon publication thereof be posted in the offices of the District Commissioner of the District and the District Officer of the Sub-District within which such Public Water Supply Area or any part thereof lies and at such convenient and accessible places within the Public Water Supply Area as the District Commissioner may direct.

Operation to be undertaken under licence.

4. With effect from the date of the publication of the notice declaring any area to be a Public Water Supply Area no person shall, within such area :—

(*a*) construct any new well or other apparatus for the purpose of bringing or raising to the surface any underground water, or

(*b*) make any alteration to any existing well or apparatus which increases the diameter or depth of the well or the power utilised to raise water from it,

save in pursuance of a licence granted as hereinafter provided by the District Commissioner of the District within which such Public Water Supply Area is situated.

Declaration of intention to undertake operations.

5. Any person who proposes to undertake any of the operations specified in the last preceding section within a Public Water Supply Area shall make declaration of his intention to the District Commissioner of the District within which such area is situated and shall apply for a licence to undertake the operations. Such declaration shall specify the name and address of the person on whose behalf the operations are contemplated and shall explain fully the nature of the operations and shall be accompanied by a plan showing the situation of the operations.

DEAD SEA CONCESSION (AMENDMENT) ORDINANCE,

No. 5 of 1940.

AN ORDINANCE TO AMEND THE DEAD SEA CONCESSION ORDINANCE, 1937.

BE IT ENACTED by the High Commissioner for Palestine, with the advice of the Advisory Council thereof :—

Short title.

No. 23 of 1937.

1. This Ordinance may be cited as the Dead Sea Concession (Amendment) Ordinance, 1940, and shall be read as one with the Dead Sea Concession Ordinance, 1937, hereinafter referred to as the principal Ordinance.

Amendment of Schedule to the principal Ordinance.

2. The Schedule to the principal Ordinance shall be amended by the following alterations to the text of the Concession set out therein :—

(*a*) the substitution of the word "salts" for the word "salt" and the insertion of a bracket ")" between the words "user" and "from", appearing in the paragraph commencing with the word "THIRDLY" in Article 2 thereof;

(*b*) the insertion of the word "rights" immediately after the word "existing", appearing in the paragraph commencing with the word "FOURTHLY" in Article 2 thereof;

(*c*) the substitution of the figure "4½" for the figure "1½" appearing in paragraph (ii)(*b*) of Article 25 thereof;

(*d*) the deletion of the word "and" appearing between the words "Company" and "which cannot be settled" in paragraph (1) of Article 35 thereof.

Commencement.

3. This Ordinance shall be deemed to have come into force on the 19th day of August, 1937.

HAROLD MACMICHAEL
High Commissioner.

19th March, 1940.

dealt with or offered for sale outside Palestine, and includes any other person associated in business with such a person as aforesaid;

(c) the expression "trade mark" includes a trade name and a get-up."

3. Section 132 of the principal Ordinance shall be repealed and the following section substituted therefor :— Substitution of new section for section 132 of the principal Ordinance.

"Power of Director to make rules for purpose of determining value.

132.—(1) The Director may make rules for the purpose of giving effect to the provisions of section 131 and in particular for requiring any person concerned with the importation of goods into Palestine to furnish to the Director, in such form as he may require, such information as is, in his opinion, necessary for a proper valuation of the goods, and to produce any books of account or other documents of whatever nature relating to the purchase, importation, or sale of the goods by that person.

(2) If any person contravenes or fails to comply with any rules made under this section, he shall in respect of each offence be liable to a fine of one hundred pounds."

HAROLD MACMICHAEL
High Commissioner.

19th March, 1940.

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DEAD SEA CONCESSION ORDINANCE.

No. 23 of 1937.

AN ORDINANCE TO VALIDATE A CONCESSION FOR THE EXTRACTION OF SALTS AND MINERALS IN THE DEAD SEA IN SO FAR AS IT RELATES TO PALESTINE AND TO LANDS SITUATED THEREIN.

BE IT ENACTED by the High Commissioner for Palestine, with the advice of the Advisory Council thereof :—

1. This Ordinance may be cited as the Dead Sea Concession Ordinance, 1937. Short title.

2. The Concession set out in the schedule to this Ordinance shall be deemed to be and always to have been valid for all its purposes in so far as it relates to Palestine and to lands situated therein, and the High Commissioner is hereby vested and shall be deemed to have been vested as from the date of the Concession, with all such powers necessary for carrying out his part thereunder as may be properly exercised by him as High Commissioner for Palestine. Concession in schedule validated.

SCHEDULE.

CONCESSION

For the extraction of salts and minerals in the Dead Sea

(Dated 1st January, 1930.)

PALESTINE AND TRANS-JORDAN.

THIS DEED is made the First day of January 1930 between His Excellency SIR JOHN ROBERT CHANCELLOR, G.C.M.G. G.C.V.O. D.S.O. High Commissioner for Palestine and High Commissioner for Trans-Jordan for and on behalf of the Governments of the said two countries (hereinafter called "the Government") by the Crown Agents for the Colonies of the one part and PALESTINE POTASH LIMITED a Company incorporated in England and having its registered office at 62 Pall Mall in the City of Westminster of the other part.

WHEREAS-

(1) The minerals of the Dead Sea form part of the natural resources of Palestine and Trans-Jordan and it is desired to provide for the public control of any concession for the development thereof in the interests of the populations of Palestine and Trans-Jordan.

(2) Palestine Potash Limited was incorporated in the year 1929 with the object (amongst others) of accepting this concession and fulfilling the obligations on the part of the Company herein contained.

(3) The nominal capital of the Company is £400,000 divided into 380,000 shares of £1 each and 400,000 shares of 1s. each of which shares to the nominal value of not less than £100,000 have been allotted for cash and are fully paid up or have been bona fide unconditionally subscribed for at par in cash payable in instalments by responsible parties.

NOW THIS DEED WITNESSETH and it is hereby covenanted agreed and declared as follows :-

Definitions.

1. In this Deed the following words and expressions shall have the following meanings that is to say -

"The Government" means the Governments of Palestine and Trans-Jordan jointly. The person for the time being administering the Government of Palestine and acting as High Commissioner for Trans-Jordan shall as regards anything to be done or suffered by the Government hereunder be regarded as a principal and shall be deemed to be empowered to bind the Governments of the said two countries and to sue and be sued under the title of High Commissioner.

"The Company" means Palestine Potash Limited and its permitted assigns.

"The Plan" means the plan annexed hereto.

"The Concession Lands" means the lands upon the north-western end of the Dead Sea shown on the attached plan (*) on which the northern and western boundaries are shown by a hard black line. Subject to the exceptions specified in Clause 3 hereof the southern boundary is the water line of the Dead Sea and the eastern boundary is the west bank of the River Jordan.

"The Undertaking" means the business of obtaining rendering marketable selling and disposing of mineral salts minerals and chemicals under this Concession.

(*) Not printed.

"The Auditor" means the Auditor or Auditors for the time being of the Company.

2. The Government hereby grants and demises to the Company - Demise of lands and rights.

FIRST The Concession Lands.

SECONDLY The right to obtain by evaporation or otherwise howsoever the mineral salts minerals and chemicals in and beneath the waters of the Dead Sea and to render marketable sell and dispose of the same and so that in the event of the waters of the Dead Sea receding the right hereby granted to the Company shall extend to the area which may be left exposed by the recession of the water from its present limits.

THIRDLY The right to obtain fresh water required for the production of salt drinking washing or sanitary purposes and the general purposes of the Undertaking and the Company's employees (subject to existing rights of user from the River Jordan or any convenient affluents to the Dead Sea and the River Jordan (but so that water power must not be used to generate electricity).

FOURTHLY The right (subject to any existing) to bore for fresh water and subject to the Government's approval to quarry on land not in private ownership for materials necessary for the Undertaking and

FIFTHLY The right to navigate vessels on the Dead Sea for purposes of the Company's business subject at all times to the Government Ordinances and regulations for the time being in force.

TO HOLD the same (subject to the exceptions and reservations set out in the next succeeding Clause hereof) unto the Company for the term of 75 years from the date hereof rendering and paying therefor an annual rent of £1 payable half-yearly on the 30th day of June and the 31st day of December and the royalties and share of profits hereinafter reserved or made payable. Together with an additional annual rent not exceeding £150 payable half-yearly as above in respect of the area east of the claim line marked "A" on the plan which rent shall however be subject to a proportionate reduction in respect of any part of that area not already reserved to the Government under Clause 3 hereof which may at any time be given up by the Company as being not required for their purpose.

3. (a) There are excepted and reserved to the Government out of the grant and demise hereinbefore contained :- Reservations to Government.

(i) A forest area 30 metres wide along the western bank of the River Jordan together with a strip 20 metres wide on the western boundary of the said forest area securing access from the

north to the river mouth provided always that the Government will at the request of the Company grant them an easement for laying pipes or other channel across the said forest area and 20 metre strip for the purpose of conveying water from the Jordan for the purposes mentioned in Clause 2 (iii) hereof;

(ii) A right of way for Government Officers and any persons authorised by the Government along the northern shore of the Dead Sea from the western boundary of the demised area to the mouth of the River Jordan. The existing road shall be maintained by the Company in a condition satisfactory to the Government;

(iii) A plot 28 metres by 172 metres known as the Dead Sea Post with buildings thereon which are at present under lease to a certain Ibrahim Yacoub Saba subject however to the inclusion of this plot in the Concession Lands as soon as the said lease is terminated whether by lapse of time or by expropriation under the terms of Clause 5 (iii) hereof;

(iv) The right on payment of compensation to the Company to take such further parts of the Concession Lands as may be required for public roads or other public facilities and to construct lay maintain and remove railways roads tramways electric wires or cables pipe lines or any other works on or under or through the Concession Lands;

(v) The right to enter upon any of the Concession Lands for the purpose of making any surveys or inspections; and

(vi) The gold silver or other precious metals and their ores precious stones antiquities and mineral oil (hereinafter referred to as "the excepted substances") whether under the waters of the Dead Sea or under or upon the Concession Lands or any other lands in the occupation of the Company.

(b) The Company shall pay to the Government an agreed sum in respect of the cost to the Government of providing a new track from the Dead Sea Post-Jerusalem-Jericho Road to the Place of the Holy Baptism on the Jordan.

(c) The Company shall not without the approval of the High Commissioner conduct any engineering or other operations which will impede the free discharge of the River Jordan but the Company shall be at liberty to submit to the High Commissioner for approval proposals for such works as in their opinion do not interfere unduly with such discharge and the High Commissioner's approval of such works shall not be unreasonably withheld and in the event of disagreement the question shall be treated as a technical matter for arbitration under Clause 35 hereof.

4. The Company shall forthwith on the discovery of any of the excepted substances give the Government notice of such discovery and shall permit the Government to enter upon any land occupied by the Company for the purpose of exploring for and obtaining the excepted substances on payment to the Company of compensation for any damage thereby occasioned to the Company.

Notice of discovery.

5. (i) The Government shall at the request in writing of the Company at any time during the continuance of the term hereby granted grant to the Company a lease for the remainder of the said term of such additional lands outside the area of the Concession Lands as may reasonably be required by the Company whether for evaporation purposes or for auxiliary works in connection with this Concession but subject to the same exceptions and reservations as those specified in Clause 3 (a) (i) to (vi) hereof and subject also and without prejudice to any mining licences including rights to collect salts which shall at the time of such request have been already granted by the Government in respect of such additional lands.

Additional lands.

(ii) A grant of any such additional lands shall be made at the cost of the Company and upon terms to be agreed upon between the Government and the Company which terms shall include the payment by the Company to the Government of a fair rent based on the value of such additional lands disregarding any increase in land value due to the operations or requirements of the Company and shall also include the payment by the Company of any compensation payable to any occupier of such additional lands.

(iii) Any such additional lands which may be in private ownership or occupation shall where purchase cannot be effected by mutual agreement be expropriated by the Government at the expense of the Company on payment of fair compensation agreed by the Company or failing agreement determined by the law of expropriation for the time being in force in Palestine and Trans-Jordan.

(iv) The Company shall if and whenever required by the Government so to do deposit with or give satisfactory security to the Government for such a sum of money as the Government shall consider likely to prove the fair compensation to be paid for the additional lands proposed to be expropriated which sum shall in the event of the additional lands in question being expropriated be applied in or towards payment of the compensation for such expropriation any balance remaining after payment of costs being repaid to the Company.

(v) The Government will not during the period of 10 years from the date of this Deed grant any lease or tenancy of

land lying within 5 kilometres of the boundary nearest thereto of the Concession Lands without first offering to the Company such lease or tenancy as may be contemplated on the terms provided by Clause 5 (i) hereof.

Extent to which the Company's rights are exclusive.

6. (i) The Government will not during the period of 25 years from the date of this Deed exercise or grant to or permit to be exercised by any person firm or corporation other than the Company any right to recover the said mineral salts minerals and chemicals referred to in Clause 2 hereof or any of them for commercial purposes and after the said period of 25 years will not do so without first offering to the Company rights to conduct any such operations as may be contemplated on terms not less favourable to the Company than those of this Concession. If such terms are not accepted by the Company within 12 months after the same shall have been offered to the Company the Government shall be at liberty to grant such rights to other applicants on terms not more favourable to such other applicants than those offered to the Company.

(ii) The Government will not during the period of 10 years from the date of this Deed grant any licence for the mining of potash salts or bromine or bromine salts or magnesium chloride within a belt of 5 kilometres wide measured from the present shore line of the Dead Sea without first offering such licence to the Company on terms provided for by the Mining Ordinance for the time being in force in Palestine and Trans-Jordan.

(iii) Subject as herein expressly provided nothing herein contained shall limit the right of the Government to grant mining licences including rights to collect salts in respect of land round the Dead Sea other than the Concession Lands or any additional lands granted to the Company pursuant to Clause 5 hereof.

Production of common salt.

7. The Company shall during the said term at its option either (a) allow the continuance of evaporation for the production of common salt by persons who have an established right to conduct such operation or (b) supply such persons with common salt at a nominal price.

The Company to work diligently.

8. (i) The Company shall forthwith commence and thereafter during the continuance of the term hereby granted with all due diligence continue to work and extract the said mineral salts minerals and chemicals and to get win and carry away the same in accordance with the provisions of this Concession until the expiration or sooner determination of this Concession.

Minimum production.

(ii) The Company shall produce potassium chloride equivalent to the following minimum quantities of potassium chloride of 80 per cent. purity :-

During the third year of the term of the Concession 1,000 tons;

Diring the fourth year 1,500 tons;

During the fifth year 3,500 tons;

During the sixth and seventh years 5,000 tons per annum;

During the eighth, ninth and tenth years 10,000 tons per annum;

During each subsequent year 50,000 tons;

Provided always that during the fifth to the tenth years of the Concession until the metal road between Jerusalem and the Dead Sea has been completed to the Dead Sea the Company shall not be liable to produce more than 1,500 tons per annum:

Provided that if the Company shall be prevented by circumstances (other than insufficiency of capital) not due to its own act neglect or default from completing within the periods indicated the construction of the plant and transport lines required for the production of the said minimum quantities the Government shall grant such extension of the periods aforesaid as may be reasonable and so that any difference which may arise between the Government and the Company in relation to this Clause shall be deemed to be a technical matter within the meaning of Clause 35 hereof.

No contract for restriction of output.

9. The Company shall not without the previous consent in writing of the Government make any contract or arrangement or understanding with any person company or firm for the restriction of the output of the Company's products or for raising or keeping up prices in such a way as to restrict output.

Royalties.

10. (i) The Company shall pay to the Government a royalty equal to 5 per cent. of the value ascertained in manner hereinafter provided of potassium chloride bromine and magnesium chloride produced and sold.

(ii) The value of each product shall be ascertained at the end of each half-year and shall be the value at works in bulk arrived at by taking the sale prices during that half-year and deducting therefrom the proper costs of transport insurance and marketing plus a sum equal to 10 per cent. of such costs.

Minimum Royalty for Potassium Chloride.

11. (i) A minimum royalty shall be paid for potassium chloride after the first two years of the term on the footing of-

(a) a sale of 500 tons in each half of the third year of the term;

(b) a sale of 750 tons in each half of the fourth year of the term ;

(c) a sale of 750 tons in each half of the fifth year of the term to be increased to 1,750 tons if the metal road between Jerusalem and the Dead Sea has been completed to the Dead Sea before the commencement of such half-year ;

(d) a sale of 750 tons to be increased to 2,500 tons in each half of the sixth and seventh years of the term if the metal road between Jerusalem and the Dead Sea has been completed to the Dead Sea before the commencement of such half-year ;

(e) a sale of 750 tons to be increased to 5,000 tons in each half of the eighth, ninth and tenth years of the term if the metal road between Jerusalem and the Dead Sea has been completed to the Dead Sea before the commencement of such half-year ;

(f) a sale of 25,000 tons in each half-year subsequent to the tenth year of the term ;

whether such respective quantities shall actually be sold in such respective half-years or not.

(ii) If in any half-year after the first two years of the term the Company shall not have sold the minimum quantity of potassium chloride prescribed by Sub-clause (i) of this Clause the rate of royalty per ton payable in respect of the quantity required to make up the minimum quantity shall be based on the average sale price of potassium chloride sold by the Company during the preceding two years (if two years shall have elapsed after the end of the said first two years) or during any lesser period that may have then elapsed since the end of such first two years, or if there have been no sales the rate of royalty shall be 4s. per ton which amount shall be adjusted to the correct figure after sales shall have been made less the deductions specified in Sub-clause (ii) of Clause 10.

(iii) Subject to Sub-clause (v) of this Clause the minimum royalty shall be payable although the Company may have been prevented from any cause whatever from completing the construction of the plant and transport lines necessary to produce and transport the minimum quantities of potassium chloride prescribed by Sub-clause (ii) of Clause 8.

(iv) If the quantity of potassium chloride sold by the Company in any half-year shall be less than the minimum quantity (if any) specified for that half-year the Company may in either of the next two succeeding half-years sell such a quantity of potassium chloride in excess of the minimum quantities specified for

such half-years as shall be required to make up the deficiency in such previous half-year without paying any royalty for the same.

(v) No minimum royalty shall be payable in respect of any half-year during which the Company shall have been prevented from producing and selling the minimum quantity of potassium chloride specified for that half-year by the Act of God or insurrection riots or war or civil war in Palestine or Trans-Jordan.

Payment of Royalties.

12. The amount of the royalties for each half-year shall be ascertained and certified by the Auditor and shall be paid on the 1st of March or the 1st of September as the case may be next after the end of the half-year.

Government's share of profits.

13. The Company will pay to the Government in respect of each financial year of the Company a share in the profits of the undertaking for that year to be ascertained in manner following that is to say :-

(i) The profits of the undertaking in each financial year shall be the gross receipts less the following deductions -

(a) All expenditure by the Company on account of actual and proper working expenses including wages and salaries repairs maintenance renewals and replacements.

(b) The royalties paid to the Government.

(c) Interest on and amortisation instalments of loan capital.

(d) The amount allocated to the Company's reserve fund for that year: Provided that such amount shall not in any year exceed 10 per cent. of the total amount of the capital cost of the construction and equipment of the Company's works plant transport lines and machinery as certified by the Auditor at the end of the year: And provided also that such allocation shall not increase the reserve fund to more than one-half of the said cost.

(ii) Out of such profits there shall in each year be allocated to the Company a sum sufficient to pay 10 per cent. on the apporved sum hereinafter mentioned plus an amortisation instalment sufficient to redeem the approved sum at the expiration of the said term of 75 years.

(iii) The remaining profits shall be divided between the Company and the Government in the following proportions (that is to say) as to so much thereof as is equivalent to 5 per cent. on the said approved sum 20 per cent. shall be allotted to the Government and 80 per cent. to the Company and as to any further profits 40 per cent. shall be allotted to the Government and 60 per cent. shall be allotted to the Company.

(iv) The approved sum shall be such a sum as shall from time to time be certified by the Auditor to be the excess of the said cost of construction and equipment over the amount raised by the Company by the way of loan capital such excess being increased as follows to cover the provision of working capital flotation expenses and all other capital expediture :—

(a) During each of the first 10 years of the Concession by 100 per cent. of the said cost of construction and equipment.

(b) During the eleventh and each subsequent year of the Concession by 60 per cent. of the said cost of construction and equipment.

(v) Any income derived from the investment of the Company's reserve fund shall be treated as part of the gross receipts of the undertaking for the purposes of this Clause and also any portion of the reserve fund which shall be withdrawn from reserve.

(vi) Any sums standing to the credit of the said reserve at the expiration or earlier determination of this Concession shall belong as to 40 per cent. to the Government and as to 60 per cent. to the Company.

(vii) The figures required to be ascertained in order to comply with this Clause shall be ascertained and certified by the Auditor.

(viii) Any sums payable to the Government under this Clause shall be paid within one month after the annual general meeting of the Company at which the accounts are passed.

No contract in deprivation of Government rights.

14. The Company shall not make any contract or arrangement whether for the disposal of the Company's products or otherwise so as to deprive the Government imporperly of any profits in which it would otherwise be entitled to participate.

Government's right to take up shares in the Company and to convert its interest into shares of the Company.

15. The Government shall have the following rights to take up shares in the Company :—

(i) On any issue of shares made by the Company after the subscription of the first £250,000 not less than 20 per cent. of the 50 per cent. which under Clause 18 (ii) the Company is under an obligation to offer for public subscription shall in the first place be offered to the Government on terms not less favourable to the Government than the terms offered to any other person in respect of the same issue and such offer shall remain open for acceptance for not less than one week. The 50 per cent. to be offered for public subscription under Clause 18 (ii) shall be reduced by the number of shares accepted by the Government under this Sub-clause.

(ii) If the Government shall within 5 years after the completion of an aerial ropeway to Jerusalem or along the Jordan Valley to the junction of the Haifa-Damascus Railway or of a Railway to the said junction for the transport of the Company's products give 6 months' notice in writing of its desire to convert at the end of any financial year of the Company the financial interest of the Government (by way of both share of profits and royalties) into a holding of ordinary shares in the Company then such conversion shall be carried into effect upon such fair and equitable terms as may be agreed between the parties or failing agreement as may be ascertained and fixed by an Arbitrator who shall be a Chartered Accountant appointed by the President for the time being of the Institute of Chartered Accountants. The Company shall forthwith allot and issue to the Government or to such persons as it shall direct such ordinary shares in the Company credited as fully paid as may be agreed or fixed as aforesaid and thereupon the share of profits and royalties hereby reserved and made payable to the Government shall as from the end of such year cease to be payable but without prejudice to the right of the Government to recover the share of profits and royalties accruing down to the end of such year.

Books of account.

16. (i) The Company shall keep at all times at its principal office all proper and usual books of account to be open at all reasonable times to inspection by the agents of the Government upon reasonable notice.

Auditor.

(ii) The appointment of the Auditor shall be subject to the approval of the Government.

(iii) The Auditor shall prepare once every year a proper balance sheet and profit and loss account a copy of which shall be forthwith supplied to the Government.

Returns.

17. The Company shall send to the Government every year with the copy of the account as mentioned in the last preceding Clause a return of products (a) recovered and (b) sold showing in case (b) the price at works in bulk together with a statement of the royalties payable for each half-year and the share of profits payable to the Government for the year certified by the Auditor.

18. The Company shall observe and comply with the following stipulations :—

Restriction on issue of Debentures or other loan capital.

(i) The Company shall not issue or raise any debentures or other loan capital or create any security for money charged upon the undertaking or any of the assets of the Company except with the consent in writing of the Government

first had and obtained and subject only to such terms of issue and rate of interest as may be approved by it and to proper provisions for the complete amortisation of such debentures or other loan capital at or before the expiration of the said term of 75 years.

Capital to be offered in Palestine and Trans-Jordan.

(ii) Not less than 50 per cent. (but subject to deduction therefrom of any shares which the Government may take under the option hereinbefore conferred upon it) of any capital issued by the Company after subscription of the first £250,000 shall be offered for public subscription and Palestinian Citizens and Trans-Jordanian Nationals shall have a prior right in allotment to 20 per cent. of all such public issues. Adequate notice of impending issues and proper facilities shall be given by the Company for this purpose.

Prospectus.

19. (i) No prospectus statement in lieu of prospectus notice advertisement or circular inviting subscriptions to the capital or debentures of the Company shall be issued in Palestine or Trans-Jordan or the United Kingdom or elsewhere by or on behalf of the Company unless it shall have been previously submitted to the Government if to be issued in Palestine or Trans-Jordan or to the Crown Agents for the Colonies if to be issued elsewhere and the same shall not be issued if the Government or the said Crown Agents as the case may be shall within 14 days after any such document has been so submitted serve on the Company notice disapproving of the same. If after the service of such notice the Company shall issue any prospectus notice advertisement or circular so disapproved of as aforesaid it shall be lawful for the Government by notice in writing to be served on the Company to determine this Concession.

(ii) Neither the Government nor the said Crown Agents shall be represented or deemed to have approved or to have authorised the issue of such prospectus or other document as aforesaid.

Public Regulations.

20. The Company shall comply with all the Government's requirements relating to public health and with such provisions of the Mining Ordinance in force for the time being and the regulations thereunder as may be applied by the Government to the Concession and with any other regulations for the proper control of the Company's operations which may be prescribed from time to time by the Controller of Mines in Palestine or Trans-Jordan as the case may be.

Pollution of water.

21. The Company shall not pollute the water of any river or stream.

Labour.

22. The labour employed by the Company shall be procured from Palestine and Trans-Jordan and the Company shall not employ labour from other sources without the previous permission of the Government.

23. In time of war the Government shall have a right of pre-emption of all products of this Concession at the fair price at the time as the same shall be settled by agreement between the Government and the Company and in default of such agreement the price to be paid shall be referred to an expert who shall be selected by His Majesty's Principal Secretary of State for the Colonies for the time being and whose fees shall be paid by the Company. Pre-emption of products.

24. The Company shall not without the previous consent in writing of the Government assign lease sublet mortgage or otherwise dispose of or part with the possession of this Concession or the lands or rights hereby granted or which may hereafter be granted in pursuance hereof or any part of such lands or any of such rights. Prohibition of assignment.

25. (i) The Government will within two years from the date of this Concession make up the existing road from the Dead Sea to its junction with the Jerusalem-Jericho road so as to render it fit for heavy lorry traffic and will so maintain it so long as the Company requires to move its products by road transport. When the Government commences the construction of the road the Company will contribute £5,000 towards its cost which sum will be repayable by deductions from amounts subsequently falling due under the terms of this Concession to be paid by the Company to the Government but not otherwise. If extraordinary damage is caused to this road or any other Government roads by the traffic of the Company the Company shall on demand being made pay the cost of the repair of such roads necessitated thereby. Roads and railways.

(ii) Vehicles employed by the Company on the public highways shall comply with the following specifications :—

(a) Lorries.— Maximum axle load—3½ tons with single pneumatic tyres; 5 tons with double pneumatic tyres.

(b) Six-wheel lorries.— 6 tons on the four back wheels.

Ditto ditto with double pneumatic tyres—1½ tons on each back axle.

(c) Trailers.— 3 tons on each axle.

(d) Lorries must be fitted with 4-wheel brakes.

(e) Trailers must be fitted with brakes and articulated with the lorries for steering.

(f) The minimum radius of curves to be negotiated on the roads is 26′ 0″.

(g) Allowance must be made for a gradient on the roads of 1 in 8.

(h) Maximum speeds that will be permitted are :—

(aa) Lorries 12½ miles per hour.

(bb) Lorries with trailers 10 miles per hour outside municipal areas and 8 miles per hour within municipal areas.

(iii) As and when the transport requirements of the Company render it necessary the Government will if desired by the Company grant permission for the construction by the Company of an aerial ropeway or telferage from the Dead Sea to the Railway outside Jerusalem or to the Railway at Baisan or any other point on the Haifa-Damascus Railway and will grant or expropriate at the Company's expense the land required for the pillars and all necessary rights of way. The rate to be charged for transport of the Company's products over the Jaffa-Jerusalem or Haifa-Jerusalem or Haifa-Baisan Railway or any other Government Railway shall failing agreement be referred for decision by a recognised British Railway expert selected in case of difference by the President of the Institution of Civil Engineers in Great Britain. The Government shall have the right to charge rent for any State lands granted to the Company for the erection of pillars etc. in connection with aerial ropeways or telferage.

(iv) If a line of Railway from the Dead Sea northwards to Baisan or southwards to Akaba shall be constructed by the Government the rates to be charged for transport of the Company's products over such Railway and over the other Railways owned by the Government shall failing agreement be referred for decision by such recognised British Railway expert as aforesaid.

(v) If the Government does not engage to construct such Railways in time for use when the traffic of the Company demands such facilities the Government will if required by the Company grant the right to the Company to construct either or both of the said Railways at the Company's option and will grant or at the Company's expense expropriate the necessary land.

(vi) The Government shall have the right of final decision in fixing the route and gauge of the Railway. Any claim made by the Company in respect of increased cost involved by the amendment of the Company's scheme by the Government shall in case of disagreement be settled by reference to such British Railway expert as aforesaid.

(vii) Any such Concession shall provide that the Government shall have the right on payment of compensation to the Company to acquire the Railway the subject of the Concession if required for public purposes and failing agreement the amount of such compensation shall be determined as hereinafter provided.

(viii) Any difference which may arise between the Government and the Company as to the terms of any Concession to be granted by the Government for the construction of either of the said Railways or as to any compensation payable under this Clause shall in default of agreement be referred for decision to such British Railway expert as aforesaid whose decision on all matters referred to him under this Clause shall be final and binding on the Government and the Company.

(ix) The expenses of any reference to such Railway expert shall be shared equally by the Government and the Company.

Taxation.

26. If any taxation is hereafter imposed in Palestine or Trans-Jordan on the production or export of potassium chloride bromine or magnesium chloride or if any tax (other than income tax levied in Palestine or Trans-Jordan) is imposed on the profits or turnover of the Company payments made by the Company in respect of such taxation levied and payable in any year shall be deducted from the amount payable in that year by the Company to the Government under this Concession by way of royalty or share of profits.

Defaults from Acts of God, strikes, lock-outs, etc.

27. No failure or omission by the Company in the observance or performance of any of the stipulations agreements or conditions herein contained and on the part of the Company to be observed or performed shall give rise to any claim or demand against the Company or in any manner operate to the prejudice of the Company or be deemed a breach of this Concession if it be shown to the reasonable satisfaction of the Government that the default has arisen from any of the following causes (namely) the Act of God insurrection riots war strikes or combination or lock-outs of workmen not properly attributable to the improper acts or defaults of the Company or any other extraordinary or unforeseen circumstances which the Government may reasonably consider to be beyond the control of the Company: Provided always (but without prejudice to the protection afforded the Company by Clause 11 (v) hereof) that nothing in this Clause contained shall affect the liability of the Company with respect to payment of royalties hereunder or the consequences of the failure of the Company to pay such royalties.

Power for the Government to determine by one month's notice in certain events.

28. (i) The Government may subject to Clause 27 and the provisions hereof relating to arbitration by one month's notice in writing determine this Concession upon the happening of any of the following events viz. :—

(a) If this Concession or any interest herein or any power conferred hereby is assigned sub-let or otherwise disposed of without previous written consent of the Government.

(b) If the Company shall fail to work this Concession properly and efficiently.

(c) If the Company shall fail to produce on the average of any three consecutive calendar years the minimum output of potassium chloride to be produced by the Company pursuant to Clause 8 (ii) hereof.

(d) If before the end of a period of 10 years from the date of this Concession the Company has not satisfied the Government that it intends to erect plant and construct works adequate to produce the equivalent of the minimum of 50,000 tons of potassium chloride of 80 per cent. purity specified in Clause (ii) to be produced annually after the end of the tenth year and that it can command the capital needed for the production transportation and marketing thereof.

(e) If the Company shall fail to pay to the Government any sums due within six months of the due date.

(f) If an order shall be made or an effective resolution passed for the liquidation of the Company (other than voluntary liquidation for the purpose of reconstruction with the approval of the Government).

(g) If the Company shall commit a breach of Clause 9 or Clause 14 of this Concession.

Power for the Government to determine by three months' notice in certain events.

(ii) If at any time during the continuance of this Concession the Company shall make default in performing or observing any of the provisions of this Concession other than those referred to in Sub-clause (i) of this Clause which ought to be performed or observed by the Company then the Government may give to the Company notice in writing specifying the matter or matters in respect of which default has been made and requiring the Company to make good such default and if within three months from such notice being given the Company shall not have made good such default the Government may by notice in writing to the Company forthwith determine this Concession.

Effect of determination.

(iii) Upon the determination of this Concession by either the means aforesaid or under Clause 19 hereof this Concession and the term of years liberties licences and powers hereby granted and any additional term of years liberties licences and powers which may hereafter be granted in pursuance of the provisions herein contained shall absolutely cease and determine but without prejudice to any right of action which shall have accrued to the Government in respect of any breach of any of the covenants or provisions herein contained.

Vesting of assets in Government on determination of Concession.

29. (1) Upon the determination of this Concession by the Government under Clause 19 or Clause 28 hereof the Company may upon payment of all sums due to the Government hereunder

remove the machinery (whether fixed or loose) at the date of determination on or about the lands occupied by the Company under this Concession or on the Dead Sea within 12 months of the date of determination making good all damage occasioned by the removal except such machinery as the Government shall by notice in writing given within six months after the date of determination have elected to purchase at a valuation to be made in default of agreement by a valuer to be nominated by the President for the time being of the Institution of Civil Engineers and subject as aforesaid the whole of the plant machinery works and fittings shall pass into the ownership of the Government without payment of any compensation.

(2) Upon the expiration of this Concession by effluxion of time the whole of the assets (including the machinery) referred to in Sub-clause (1) shall pass into the ownership of the Government without payment of any compensation.

Legal and other costs.

30. The Company shall pay all the usual and proper legal costs of the Government of and incidental to the preparation and execution of this Concession and of the Agreement preliminary thereto and any matter arising out of this Concession including the costs of the grant of any additional land rights to the Company pursuant to the provisions of this Concession. The Company shall also pay all technical costs incurred with the previous consent of the Company or of its predecessors in title.

No implied waiver.

31. The receipt by the Government of any payment from the Company under this Concession whether on account of royalty or share of profits or otherwise shall not be deemed to imply a waiver by the Government of any rights in respect of any antecedent breach on the part of the Company of any of the provisions of this Concession.

Power to delegate.

32. The High Commissioner may from time to time delegate to any other person or persons any of the powers and discretions vested in him under or by virtue of this Concession.

No liability of the Crown Agents or members or officers of Government.

33. The Crown Agents for the Colonies execute this Concession on behalf of the High Commissioner and the Crown Agents shall not nor shall the High Commissioner nor any member or officer of the Government or any person to whom it may delegate its powers be in any way personally liable for or in respect of any act matter or thing executed done or omitted under or in connection with this Concession.

Notices.

34. Any notice required to be given hereunder may be given to the Company by sending the same by registered post addressed to the Company in the case of a notice given by the Government at the Company's principal office in Palestine or in the case of a

notice given by the Crown Agents at the Company's principal office in London and any such notice shall be deemed to have been given 48 hours after it was so posted.

Arbitration.

35. (i) Except where otherwise hereinbefore expressly provided every difference dispute or question relating to a technical matter in relation to the premises (other than a matter which under Clause 25 hereof is to be referred to a British Railway expert) which may arise between the Government and the Company and which cannot be settled by mutual agreement shall on the application of either party be referred to an expert who shall be selected in case of difference by His Majesty's Principal Secretary of State for the Colonies for the time being and whose fees shall be paid by the Company.

(ii) For the purposes of Sub-clause (i) of this Clause any matter which involves a question of chemistry or engineering shall be deemed to be a technical matter.

Proceedings.

36. This Deed shall be interpreted and construed according to the law of England and shall be given effect to accordingly but any proceedings arising out of this Concession shall be taken in the Courts of Palestine with such right of appeal in such cases as the law permits except proceedings relating to immovable property in Trans-Jordan which shall (after the Amir of Trans-Jordan shall have entered into an agreement with His Britannic Majesty safeguarding the interests of foreigners in Trans-Jordan in judicial matters) be taken in the Courts of Trans-Jordan.

Marginal notes.

37. The marginal notes are for convenience of reference only and shall not effect the construction or interpretation of this Concession.

In witness whereof Sir Henry Charles Miller Lambert K.C.M.G., C.B., one of the Crown Agents for the Colonies has hereunto set his hand and seal and the Company has caused its Common Seal to be hereunto affixed the day and year first above written.

Signed Sealed and Delivered by Sir Henry Charles Miller Lambert in the presence of } HENRY LAMBERT. L.S.

H. C. Ransom,
Civil Servant,
4 Millbank,
S.W.1.

The Common Seal of Palestine Potash Limited was hereunto affixed in the presence of

SEAL.

M. NOVOMEYSKY
T. G. TULLOCH
E. W. D. TENNANT
Directors.

G. A. STOLAR, *Secretary.*

A. G. WAUCHOPE
High Commissioner.

19th August, 1937.

S.2255. 13th May, 1952.

Dear Lord Nathan,

The data I sent to Miss Dyce yesterday regarding the Transjordan Legislation was in accordance with the indications given in the cable from our Jerusalem Office of 5th May, a copy of which I sent you on 6th May.

I could not quite make out of what use it would be but have fortunately received this morning from Jerusalem an extract (Translation from Arabic) from the Transjordan Official Gazette No. 364 of 16th September 1932, a copy of which is enclosed, which is a translation of the Preliminary Note to the final text of the Concession published in No. 364 amending the Preliminary Agreement published in the Official Gazette No. 248. The Preliminary Note, you will see, states explicitly that the Concession has been confirmed by the Transjordan Executive Council and approved by His Highness The Emir.

Neither our Jerusalem Office nor we here have been able to locate the Transjordan Official Gazette No. 248 of 1st February 1930 in which, according to No. 364, the Preliminary Agreement was published. This, incidentally, contradicts the Note in Seton's that "a translation in Arabic has not been published in the Official Gazette".

The Dead Sea Concession was never promulgated in Jordan as an Ordinance, as the Company was advised that this was not necessary and that, in fact, it was preferable for it not to be promulgated ~~as such~~.

Our Jerusalem Office have a copy of the Transjordan Official Gazette No. 364 of 16th September 1932 in Arabic and if this is of any use to you I will cable for it.

As regards Palestine, you may require the following which were not listed in the cable and are enclosed :-

1. Palestine Official Gazette of 1st June 1930 containing the text of the Concession on page 424 ff.

2. The Ordinance validating the Concession which was published as a Bill

(cont'd)

S.PEEL. 11th May, 1952.

Dear Lord Reading,

The date I sent to Miss Dyce yesterday regarding the Transjordan legislation was in accordance with the instructions given in the cable from our Jerusalem Office of 9th May, a copy of which I sent you on 6th May.

I doubt not quite sure out of what use it would be but have fortunately received this morning from Jerusalem an extract (translation from Arabic) from the Transjordan Official Gazette No. 364 of 16th September 1952, a copy of which is enclosed, which is a translation of the preliminary note to the final text of the Concession published in No. 364 according the Preliminary Agreement published in the Official Gazette No. 246. The Preliminary Note, you will see, states explicitly that the Concession has been confirmed by the Transjordan Executive Council and approved by His Highness the Emir.

Neither our Jerusalem Office nor we have been able to locate the Transjordan Official Gazette No. 246 of 1st February 1950 in which according to No. 364, the Preliminary Agreement was published. This, incidentally, contradicts the text in Section 1 that "a translation in Arabic has not been published in the Official Gazette".

The Dead Sea Concession was never promulgated in Jordan as an Ordinance, as the Company was advised that this was not necessary and that, in fact, it was preferable for it not to be promulgated.

Our Jerusalem office have a copy of the Transjordan Official Gazette No. 364 of 16th September 1952 in Arabic and if there is at any rate to you, I will cable for it.

As regards publicity, you may require the following which was not listed in the cable and has enclosed :-

1. Palestine Official Gazette of 1st June 1950 containing the text of the Concession on page 1241 ff.

2. The Ordinance validating the Concession which was published as a Bill

(cont'd)

in the Palestine Gazette of 18th February 1937, page 149.

Would you kindly return the latter two enclosures as they are our only file copies and could not be replaced.

Yours sincerely,

The Lord Nathan of Churt,
Messrs. Herbert Oppenheimer, Nathan & Vandyk,
20, Copthall Avenue,
London, E.C.2.

ENCS.
GAS/EH.

In the Federation Gazette of 12th February 1937, page 142.

Would you kindly return the letter the statements on-blog are our only 12½ & 15½ and mouth-pick to replacement.

Yours sincerely,

The Lord Lathom of Ellesmere,
Hamers, Burbury Frequentary,Bolton : Wendy,
20, Cox/Lady Avenue,
London, W.1.

MCS.
dac/ds.

Translation from Arabic.

Extract from TRANS-JORDAN OFFICIAL GAZETTE No.364
of 16th September,1932.

The final text of the (Extraction of Salts and Minerals from the Dead Sea) Concession, which substitutes the preliminary Agreement published in Official Gazette No.248 is given hereunder.

WHEREAS The Executive Council has, in its meeting held on 6.1.1929. resolved to confirm the terms of the Concession for the mining of the Salts of the Dead Sea and to authorise the Crown Agents to sign the Preliminary Agreement and the Concession on its behalf and

WHEREAS the said Council has, in its two meetings held on 24.11.1929 and 20.2.1930, approved the provisions of the Preliminary Agreement as published in Official Gazette No.248 of the 1st Feb. 1930, and have amended some of its clauses which were not published in the Official Gazette and

WHEREAS all the said decisions were approved by His Highness The Emir and as the Crown Agents have signed the final Concession on behalf of the Governments of Transjordan and Palestine, the text of which is published hereafter,

It has been decided to publish the same in the Official Gazette so that it will substitute the preliminary Agreement referred to above.

This decision was submitted to H.H. for his approval.

Translation from Arabic.

Extract from TRANS-JORDAN OFFICIAL GAZETTE No. 364
of 16th September 1932.

The final text of the (Exploitation of Salts and Minerals from the Dead Sea) Concession, which substitutes the preliminary Agreement published in Official Gazette No. 348 is given hereunder.

WHEREAS the Executive Council has, in its meeting held on 6.1.1930, resolved to confirm the terms of the Concession for the mining of the Salts of the Dead Sea and to authorize the Crown Agents to sign the Preliminary Agreement and the Concession on its behalf; and

WHEREAS the said Council has, in its two meetings held on 24.11.1929 and 20.3.1930, approved the provisions of the Preliminary Agreement as published in Official Gazette No. 348 of the 1st Nov. 1930, and have amended some of its clauses which were not published in the Official Gazette; and

WHEREAS all the said decisions were approved by His Highness The Amir and the Crown Agents have signed the final Concession on behalf of the Government of Transjordan and Palestine, the text of which is published hereafter;

It has been decided to publish the same in the Official Gazette so that it will substitute the preliminary Agreement referred to above.

This decision was submitted to H.H. for his approval.

XXXXXXXXXXXXX XXXX Jerusalem Office.

XXXXXXXX

M.2255. 1188. 14th May, 1952.

SURFACE MAIL.

JORDAN GAZETTE.

We send you herewith further copies of the Jordan Gazette.

L.H.Monk.

MNCS.
LHM/EL.

Translation from Arabic.

5

Extract from TRANS-JORDAN OFFICIAL GAZETTE No.364
of 16th September,1932.

Jordan Salt

The final text of the (Extraction of Salts and Minerals from the Dead Sea) Concession, which substitutes the preliminary Agreement published in Official Gazette No.248 is given hereunder.

WHEREAS The Executive Council has, in its meeting held on 6.1.1929, resolved to confirm the terms of the Concession for the mining of the Salts of the Dead Sea and to authorise the Crown Agents to sign the Preliminary Agreement and the Concession on its behalf and

WHEREAS the said Council has, in its two meetings held on 24.11.1929 and 20.2.1930, approved the provisions of the Preliminary Agreement as published in Official Gazette No.248 of the 1st Feb. 1930, and have amended some of its clauses which were not published in the Official Gazette and

WHEREAS all the said decisions were approved by His Highness The Emir and as the Crown Agents have signed the final Concession on behalf of the Governments of Transjordan and Palestine, the text of which is published hereafter,

It has been decided to publish the same in the Official Gazette so that it will substitute the preliminary Agreement referred to above.

This decision was submitted to H.H. for his approval.

- - - - - - - - -

c/Le Mottan
13-5-52

Jordan Govt

12th May, 1952.

2C/Walton 12/5/52

Extract from Legislation of Transjordan 1918-30
compiled by C.R.W. Seton.

Page 722.

Concession for the Extraction of Salts
& Minerals in the Dead Sea[x].
(Dated 1st January 1930).

This Deed is made the First day of January 1930 between His Excellency Sir John Robert Chancellor, G.C.M.G., G.C.V.O., D.S.O., High Commissioner for Palestine and High Commissioner for Transjordan, for and on behalf of the Governments of the said two Countries (hereinafter called "the Government") by the Crown Agents for the Colonies, of the one part and Palestine Potash, Limited a Company incorporated in England and having its registered office at 62, Pall Mall, in the City of Westminster of the other part.

Whereas :-

Page 738.

37. The marginal notes are for convenience of reference only and shall not affect the construction or interpretation of this Concession.

In witness whereof Sir Henry Charles Miller Lambert, K.C.M.G., C.B., one of the Crown Agents for the Colonies, has hereunder set his hand and seal and the Company has caused its Common Seal to be hereunto affixed the day and year first above written.

Signed Sealed & Delivered)
by Sir Henry Charles) Henry Lambert
Miller Lambert in the)
presence of)
H.C. Ransom
Civil Servant
4, Millbank,
S.W.1.

x A translation in Arabic has not yet been published in the Official Gazette.

(Cont'd)

Conlon
Gov

The Common Seal of Palestine Potash Ltd. was hereunto affixed in the presence of	)	Seal
M. Novomeysky T.G.Tulloch E.W.D.Tennant	)	Directors
G.A.Stolar		Secretary.

12th May, 1952.

Extract from Legislation of Transjordan 1918-30
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Page 722.

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Whereas :-

Page 738.

37. The marginal notes are for convenience of reference only and shall not affect the construction or interpretation of this Concession.

In witness thereof Sir Henry Charles Miller Lambert, K.C.M.G., C.B., one of the Crown Agents for the Colonies, has hereunder set his hand and seal and the Company has caused its Common Seal to be hereunto affixed the day and year first above written.

Signed Sealed & Delivered)
by Sir Henry Charles) Henry Lambert
Miller Lambert in the)
presence of)
H.C. Ransom
Civil Servant
4, Millbank,
S.W.1.

x A translation in Arabic has not yet been published in the Official Gazette.

(Cont'd)

The Common Seal of Palestine Potash Ltd. was hereunto affixed in the presence of	)	Seal
M. Novomeysky T.G.Tulloch E.W.D.Tennant	)	Directors
G.A.Stolar		Secretary.

S.2255.

13th May, 1952.

Miss Dyce,
Private Secretary to
The Lord Nathan of Churt,
Messrs. Herbert Oppenheimer, Nathan & Vandyk,
20, Copthall Avenue,
London, E.C.2.

Dear Miss Dyce,

Further to our telephone conversation, I have received some fuller data from Jerusalem and am passing it on to Lord Nathan in the enclosed letter. Would you kindly hand it to him?

Yours sincerely,

ENCS.
GAS/EH.

S.2258.

13th May, 1952.

Miss Joyce,
Private Secretary to
The Lord Mayor of Cork,
Messrs. Herbert Oppenheimer, Nathan & Vandyk,
20, Coleman Street,
London, E.C.2.

Dear Miss Joyce,

Further to our telephone conversation, I have received some further data from Jerusalem and am sending it on to Lord Mayor in the enclosed letter. Would you kindly hand it to him.

Yours sincerely,

MEDB.
DAB/EM.

THE SHELL COMPANY OF PALESTINE LIMITED

DIRECTORS: SIR GUY COOPER. F. A. C. BUÉPIN, (NETHERLAND). F. S. C. MORRIS. J. W. PLATT.

ST. HELEN'S COURT, GREAT ST. HELEN'S, LONDON, E.C.3.

TELEGRAPHIC ADDRESS:
SHELL LONDON.
ALL CODES USED.

TELEPHONE
AVENUE 4321

YOUR REF. OUR REF. DATE.

FUEL OIL GENERAL/I.T. 13th May, 1952.

P.P.L. LONDON
RECEIVED
14 MAY 1952
14-5-52
M. 2258

Palestine Potash Limited,
62, Pall Mall,
LONDON, S.W.1.

Dear Sirs,

JORDAN GAZETTE.

We have pleasure in enclosing herewith further copies of the Jordan Gazette which have just come to hand.

Yours truly,

For: THE SHELL COMPANY OF PALESTINE LIMITED

W. D. Lamber

Sent by Surface Mail
to Jerusalem office
14-5-52

WDL/JM.

ENCLOSURE
270

Sent by Surface mail
to Jerusalem office
14-7-75

S.2255.

12th May, 1952.

Miss Dyce,
Private Secretary to
The Lord Nathan of Churt,
Messrs. Herbert Oppenheimer, Nathan & Vandyk,
20, Copthall Avenue,
London, E.C.2.

Dear Miss Dyce,

I have your letter of 9th May and enclose 2 copies of the passages before and after the text of the Concession which appears in Seton's "Legislation of Transjordan 1918-30", pages 722 and 738.

Yours sincerely,

ENCS.
GAS/EH.

De

TELEPHONE:
LONDON WALL 2757.
TELEGRAMS: "CLIENT, STOCK, LONDON."

HERBERT OPPENHEIMER, NATHAN & VANDYK.
SOLICITORS.

THE RT HON. LORD NATHAN, P.C., T.D.
ARTHUR VANDYK.
FREDK T. SMITH.
LESLIE CORK.
J. L. MAGNUS.
ERIC WOLFF.
G. K. IRELAND.
THE HON. ROGER NATHAN.

20, COPTHALL AVENUE,
LONDON WALL,
LONDON, E.C. 2.

IN REPLY PLEASE QUOTE
N

YOUR REFCE S.2255

9th May 1952

Trade Journal

Dear Mr. Stolar

Lord Nathan asks me to thank you for your letter of the 8th May and enclosures, which we will let you have back in due course.

He would be most grateful if you could have copied out from the Crown Agents' copy the passages which you mention.

Yours sincerely,

Private Secretary

G. A. Stolar Esq.,
Palestine Potash Ltd.,
62 Pall Mall, S.W.1.

P.P.L. LONDON
RECEIVED
12 MAY 1952

12/5

S.2255.

8th May, 1952.

Dear Lord Nathan,

I am enclosing the following Documents which I understand you require for obtaining the Opinion from Sir Hartley Shawcross :-

1. Supplement No. 1 to the Palestine Gazette No. 711 of 19th August 1937, containing on page 195, etc., the Dead Sea Concession Ordinance No. 23 of 1937.

2. Supplement No. 1 to the Palestine Gazette No. 995 of 21.3.1940, being the Dead Sea Concession (Amendment) Ordinance No. 5 of 1940.

I was unable to obtain these from the Crown Agents or the Colonial Office, and as these are the only copies we have perhaps you would kindly return these important Documents to us as soon as they are no longer required.

As regards the Trans-Jordan Enactment which appears on page 772 of Seatons Legislation of Jordan, published by the Crown Agents, we have no copies, and, as we informed Miss Dyce, the Crown Agents have only one copy (the Volume covering the years 1931/37, published in 1938) which they are unable to part with. Perhaps Bentwich can help you. If not, would it do if we copied out from the Crown Agents copy the relatively brief wording before and after the text of the Concession as it appears in Seaton, and send it on to you?

Perhaps you would kindly acknowledge receipt.

Yours sincerely,

The Lord Nathan of Churt,
Messrs. Herbert Oppenheimer, Nathan & Vandyk,
20, Copthall Avenue,
London, E.C.2.

MNCS.
GAS/EH.

The Palestine Gazette

Published by Authority

No. 711 THURSDAY, 19TH AUGUST, 1937 779

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PRICE: 30 MILS.

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AGRICULTURAL SUPPLEMENT FOR THE MONTH OF AUGUST, 1937

NOTICE.

The following DRAFT ORDINANCE is made public prior to enactment in accordance with Article 17 (1) (d) of the Palestine Order in Council, 1922, as amended by Article 3 of the Palestine (Amendment) Order in Council, 1923.

A. L. KIRKBRIDE
Clerk to the Advisory Council.

2nd August, 1937.
(C/94/31)

DRAFT.

AN ORDINANCE TO AMEND THE TOBACCO ORDINANCE.

BE IT ENACTED by the High Commissioner for Palestine, with the advice of the Advisory Council thereof :—

Short title.
Cap. 141.

1. This Ordinance may be cited as the Tobacco (Amendment) Ordinance, 1937, and shall be read as one with the Tobacco Ordinance, hereinafter referred to as the principal Ordinance.

Amendment of section 4 of the principal Ordinance.

2. Section 4 of the principal Ordinance shall be amended by the insertion of the words "may be uprooted by an officer of Excise and" between the words "of this section" and "shall be deemed" appearing in sub-section (5) thereof.

Amendment of section 6 of the principal Ordinance.

3. Section 6 of the principal Ordinance shall be amended —

(*a*) by the deletion from sub-section (4) thereof of the words "in the presence of an officer of Excise" and the substitution of the words "by an officer of Excise in the presence of the grower" therefor; and

(*b*) by the addition at the end of sub-section (5) thereof of the following words :—

"and the grower shall sign the counterfoil of such certificate as an acceptance by the grower of the correctness of the weight shown in the certificate : thereafter such counterfoil shall be sufficient evidence of the weight of the tobacco appearing therein."

Amendment of section 7 of the principal Ordinance.
No. 1 of 1937.

4. Section 7 of the principal Ordinance shall be amended by the deletion of sub-section (2) thereof (as enacted in the Revised Edition of the Laws (Revision) Ordinance, 1937) and the substitution of the following sub-section in the place thereof :—

"(2) If —

(*a*) all or any part of his tobacco is lost or destroyed before being registered, or

(*b*) all or any of his growing tobacco be for any reason uprooted or abandoned,

otherwise than by an officer of Excise acting under section 4(5) of this Ordinance, the grower shall forthwith give notice to the Excise authority who shall take measures for the requisite examination and verification."

Amendment of section 39 of the principal Ordinance.

5. Section 39 of the principal Ordinance shall be amended by the addition thereto of the following sub-section, as sub-section (6) :—

"(6) If, in any proceeding under this Ordinance in respect of any tobacco found deficient or excessive, a dispute shall arise as to the accuracy of weights, the burden of proof thereof shall be upon the defendant."

OBJECTS AND REASONS.

This Ordinance amends the principal Ordinance so as to empower officers of Excise to uproot tobacco planted without a licence. It further provides that where a stock of tobacco has been weighed by an officer of Excise for the purpose of registration, the certificate of weight shall be countersigned by the grower, and that the burden of disputing its correctness subsequently will lie upon the grower.

W. J. FITZGERALD.
Attorney-General

2nd August, 1937.
(C/94/31)

NOTICE.

The following DRAFT ORDINANCE is made public prior to enactment in accordance with Article 17 (1) (d) of the Palestine Order in Council, 1922, as amended by Article 3 of the Palestine (Amendment) Order in Council, 1923.

A. L. KIRKBRIDE
Clerk to the Advisory Council.

4th August, 1937.
(J/22/36)

DRAFT.

AN ORDINANCE TO AMEND THE CIVIL TRIAL OF MEMBERS OF THE FORCES ORDINANCE.

BE IT ENACTED by the High Commissioner for Palestine, with the advice of the Advisory Council thereof :—

Short title.

1. This Ordinance may be cited as the Civil Trial of Members of the Forces (Amendment) Ordinance, 1937, and shall be read as one with the Civil Trial of Members of the Forces Ordinance, hereinafter referred to as the principal Ordinance.

Cap. 19.

Substitution of new section for section 2 of the principal Ordinance.

2. Section 2 of the principal Ordinance shall be repealed and the following section substituted therefor :—

"Interpretation.

2. In this Ordinance the expression "member of the forces" means any person subject to the Naval Discipline Act, the Army Act or the Air Force Act of the United Kingdom or the corresponding Acts or Ordinances of any other part of His Majesty's dominions, who is stationed with or attached to such part of His Majesty's Forces as may be serving in Palestine or any of His Majesty's ships in Palestinian waters."

Amendment of section 3 of the principal Ordinance.

3. Section 3 of the principal Ordinance shall be amended by the insertion of the words ", unless the holding thereof has been precluded in accordance with the provisions of section 6 of this Ordinance", between the words "preliminary investigation" and the words "shall be held", appearing therein.

Substitution of new section for section 6 of the principal Ordinance.

4. Section 6 of the principal Ordinance shall be repealed and the following section substituted therefor :—

"Trial by Court Martial or sumarily.

6. If an offence (including any of the offences set out in section 3 of this Ordinance) with which a member of the forces is charged is one triable by court martial, and the officer commanding the force or ship in which the member of the forces is serving elects, at any time before the trial has commenced before the civil court, to cause the accused to be dealt with under the provisions of any of the Acts or Ordinances referred to in section 2 to which he may be subject, no proceedings in respect of the same offence shall be taken before the civil court, and if such officer so elects at any time before the commencement of a preliminary investigation of the charge in respect of such offence by a magistrate, no such preliminary investigation shall be held."

Amendment of section 8 of the principal Ordinance.

5. Section 8 of the principal Ordinance shall be amended by the repeal of sub-section (1) thereof and the substitution of the following sub-section therefor :—

"(1) Where a warrant is issued for the arrest of a member of the forces charged with a crime triable by a civil court,

it shall be addressed to the officer in command of the ship or unit to which the member of the forces belongs or is attached, and shall be executed by him unless the officer referred to in section 6 of this Ordinance shall, before the date of the return of the warrant, elect to act as in that section provided."

Amendment of section 10 of the principal Ordinance.

6. Section 10 of the principal Ordinance shall be amended by the deletion of the words —

"Section 144 of the Air Force Act, section 144 of the Army Act, and sections 119 and 120 of the Indian Army Act, according as he may be subject to one or other of these Acts.",

appearing therein, and the substitution of the following words therefor :—

"sections 97 and 98 of the Naval Discipline Act, section 144 of the Army Act, section 144 of the Air Force Act, and in the corresponding provisions of any corresponding Acts or Ordinances of any other part of His Majesty's dominions, according as he may be subject to one or other of these Acts or Ordinances."

OBJECTS AND REASONS.

The Civil Trial of Members of the Forces Ordinance makes provision for the trial in the civil courts of Palestine, of members of His Majesty's fighting forces serving in Palestine and subject to the Air Force or Army or Indian Army Act, but its provisions do not apply to His Majesty's naval forces. This Ordinance amends the principal Ordinance by extending its provisions to cover members of the fighting forces serving in His Majesty's ships in Palestine waters and subject to the Naval Discipline Act.

2. The Ordinance also removes an ambiguity in section 3 of the principal Ordinance which, when read in conjunction with section 6, was open to the construction that a preliminary inquiry by a British magistrate into a charge was necessary even where the officer in command of the forces concerned had elected under section 6 to try the charge by court martial. It is now made clear that though a preliminary inquiry, if it is held at all, must be before a British magistrate, yet where, before a preliminary inquiry has begun, election has been made under section 6 to try the charge by court martial, the inquiry shall be dispensed with.

3. The Ordinance also contains a number of minor amendments.

W. J. FITZGERALD
Attorney-General.

4th August, 1937.
(J/22/36)

NOTICES OF ENACTMENT.

I.

The Safeguarding of Public Water Supplies Ordinance, No. 17 of 1937, which was published as a bill in Gazette No. 591 of the 7th May, 1936, (pages 545-547) has been enacted in the form shown in Supplement No. 1 which forms part of this Gazette and was signed by the High Commissioner on the 19th day of August, 1937.

A. L. KIRKBRIDE
Clerk to the Advisory Council.

19th August, 1937.
G/73/35)

II.

The Intoxicating Liquors (Manufacture and Sale) (Amendment) Ordinance (No. 2), No. 18 of 1937, which was published as a bill in Gazette No. 701 of the 24th June, 1937, (page 625) has been enacted in the form shown in Supplement No. 1 which forms part of this Gazette and was signed by the High Commissioner on the 19th day of August, 1937.

A. L. KIRKBRIDE
Clerk to the Advisory Council.

19th August, 1937.
(C/79/36)

III.

The Medical Practitioners (Amendment) Ordinance, No. 19 of 1937, which was published as a bill in Gazette No. 679 of the 8th April, 1937, (pages 325-326) has been enacted in the form shown in Supplement No. 1 which forms part of this Gazette and was signed by the High Commissioner on the 19th day of August, 1937.

A. L. KIRKBRIDE
Clerk to the Advisory Council.

19th August, 1937.
(M/65/36)

IV.

The Land Transfer (Amendment) Ordinance, No. 20 of 1937, which was published as a bill in Gazette No. 690 of the 13th May, 1937, (page 478) has been enacted in the form shown in Supplement No. 1 which forms part of this Gazette and was signed by the High Commissioner on the 19th day of August, 1937.

A. L. KIRKBRIDE
Clerk to the Advisory Council.

19th August, 1937.
(CF/41/37)

V.

The Merchant Shipping (Wireless Telegraphy) Ordinance, No. 21 of 1937, which was published as a bill in Gazette No. 679 of the 8th April, 1937, (pages 323-324) has been enacted in the form shown in Supplement No. 1 which forms part of this Gazette and was signed by the High Commissioner on the 19th day of August, 1937.

A. L. KIRKBRIDE
Clerk to the Advisory Council

19th August, 1937.
(P/25/35)

VI.

The Explosives Ordinance, No. 22 of 1937, which was published as a bill in Gazette No. 692 of the 20th May, 1937, (pages 495-496) has been enacted in the form shown in Supplement No. 1 which forms part of this Gazette and was signed by the High Commissioner on the 19th day of August, 1937.

A. L. KIRKBRIDE
Clerk to the Advisory Council.

19th August, 1937.
(CF/113/36)

VII.

The Dead Sea Concession Ordinance, No. 23 of 1937, which was published as a bill in Gazette No. 667 of the 18th February, 1937, (pages 149-163) has been enacted in the form shown in Supplement No. 1 which forms part of this Gazette and was signed by the High Commissioner on the 19th day of August, 1937.

A. L. KIRKBRIDE
Clerk to the Advisory Council.

19th August, 1937.
(CF/472/36)

APPOINTMENTS, ETC.

Acting Appointments.

The High Commissioner has appointed:—

Mr. H. V. Rose, Mechanical Foreman, Grade L, Department of Public Works, to act as Mechanical Engineer, Grade K, with effect from the 27th August, 1936, until further order.

Mr. S. Gottlieb, Electrical Foreman, Department of Public Works, to act as Electrical Engineer, Grade H, with effect from the 30th May, 1937, until further order.

Mr. E. Haimson, Clerk, Grade M, Police Force and Prisons Service, to act as Paymaster, Grade K, from the 16th August to the 15th September, 1937, inclusive.

Mr. J. Gedeon, Frontier Control Officer, Grade N, Department of Migration, to act as Inspector of Migration, Grade K, from the 4th August to the 11th September, 1937, inclusive.

Mr. M. Menassa, Supervisor, Grade M, Department of Migration, to act as Inspector of Migration, Grade K, from the 12th September to the 21st November, 1937, inclusive.

Mr. N. Meerovitz, Relieving Officer, Grade N, Department of Migration, to act as Inspector of Migration, Grade K, from the 2nd August, to the 31st October, 1937, inclusive.

Mr. I. Chalutz, Supervisor, Grade N, Department of Migration, to act as Assistant Commissioner for Migration, Grade H, from the 2nd to the 5th August, 1937, inclusive.

Termination of Acting Appointment.

The High Commissioner directs it to be notified for general information that the acting appointment of Miss. A. M. Hunter, British Nursing Sister, Department of Health, published in Palestine Gazette No. 694 of the 27th May, 1937, ceased with effect from the 10th August, 1937.

LEAVE.

The High Commissioner has approved the leave of the following officers:—

Name of Officer	*Appointment and Department*	*Vacation leave granted*	*Date of Departure.*
		days	
TAHER EFF. AFGHANI	Magistrate, Judicial	30	7.7.37
RAFIQ EFF. ABU GHAZALEH	Senior Magistrate, Judicial	42	1.8.37
MR. PHILIP KORNGRUN	Magistrate, Judicial	31	1.8.37
MR. R. F. TOWNSEND	Assistant Superintendent (acting), Police Force and Prisons Service	148	5.8.37
IHSAN EFF. ES SAID	Assistant Settlement Officer, Lands and Surveys	11	9.8.37
DR. K. KESHESHIAN	Medical Officer, Health	31	9.8.37
DR. ADIB HADDAD	Medical Officer, Health	31	9.8.37
NAZMI EFF. ANABTAWI	Administrative Officer, District Administration, Southern District	42	9.8.37
MOHD. EFF. BARADAY	Senior Magistrate, Judicial	34	10.8.37
MR. A. MACKAY	Port Mechanical Superintendent, Customs, Excise and Trade	84	15.8.37
MR. A. H. LEEVES	Assistant Superintendent (acting), Police Force and Prisons Service	144	15.8.37
MR. A. N. LAW, M.C.	Asst. Secretary, Secretariat	128	17.8.37

NOTICE.

The undermentioned nurses have completed a three years' course of training and successfully passed the final examination in nursing prescribed by Government regulations, and their names have been entered in the Government Register of Graduate Nurses on the dates shown against their names, in virtue whereof they are entitled to all rights and privileges of graduate nurses in Palestine.

Name of Nurse	*Name of Training School*	*Date of Government Registration*
Alice Mikhalian	Government Hospital, Jerusalem	5.6.37
Abla Yacoub	Government Hospital, Jerusalem	5.6.37
Nechama Segal	Government Hospital, Jerusalem	5.6.37
Ashken O. Halaby	Government Hospital, Jerusalem	5.6.37
Zahieh Fawal	Government Hospital, Jerusalem	5.6.37
Emily Khawaja	Government Hospital, Jerusalem	5.6.37
Miladeh Fawal	Government Hospital, Jerusalem	5.6.37
Sara Kerner	Government Hospital, Haifa	5.6.37
Rifka Cohen	Government Hospital, Haifa	5.6.37
Dora Bishara	Scots Hospital, Tiberias	12.6.37
Violette Khoury	Scots Hospital, Tiberias	12.6.37
Sumia Y. Morkus	Scots Hospital, Tiberias	26.6.37
Arpine Vehounie	C.M.S. Hospital, Jaffa	15.7.37
Hananie Mushantif	C.M.S. Hospital, Jaffa	15.7.37
Senoriq Bedrossian	C.M.S. Hospital, Jaffa	15.7.37
Lydia Ashkar Abboud	E.M.M.S. Hospital, Nazareth	31.7.37
Faheeme Hayek	C.M.S. Hospital, Gaza	5.8.37.

G. W. HERON
Director of Medical Services.

8th August, 1937.

NOTICE.

SALE OF STATE DOMAIN IN SAFAD TOWN, SAFAD SUB-DISTRICT.

Notice is hereby given of the sale by auction of a plot of State owned land situated in Safad Town in Safad Sub-District.

The property, which is registered in the Safad Land Registry under Volume 9, Folio 104, consists of a half share in a parcel of plain miri land in the Jewish Quarter and extends to 2 dunums 800 square metres more or less.

The outbidding list will be open at the District Offices, Safad, from 9 a.m. on Monday, the 2nd August, 1937, until 12 noon on Monday, the 30th August, 1937, unless extended.

Particulars may be obtained from the District Officer, Safad, and the Commissioner for Lands and Surveys, Jerusalem.

2nd August, 1937.

(L/111/37)

TENDERS.

I.

Department of Posts and Telegraphs.

Notice.

Tenders are invited for the supply of steel channel telephone arms to the Department of Posts and Telegraphs.

2. The price shall include delivery to Engineer, Northern Division, Haifa, and/or Engineer, Western Division, Jaffa, as shown below, and shall be quoted in Palestine currency per arm. Quotations in other currencies will not be considered.

3. Tenderers shall state the period required for delivery from the date on which the tender is awarded.

4. The quantities required are as follows:—

Item No.	*Quantity*	*Specification No.*	*Description*	*To be delivered to*
1	42	P.T.1	Steel Channel arms 8 way for Tubular Poles	Engineer, Western Division, Haifa.
2	47	P.T.1/1	Steel Channel arms 8 way for R.R. Poles	Engineer, Western Division, Haifa.
3	1100	P.T.1/2	Steel Channel arms 8 way for wooden poles, Fig 1 type "A"	Engineer, Western Division, Jaffa.
4	320	P.T.1/2	Steel Channel arms 8 way for wooden poles, Fig 1 type "A"	Engineer, Northern Division, Haifa.
5	110	P.T.1/2	Steel Channel arms 8 way for wooden poles, Fig. 1 type "B"	Engineer, Northern Division, Jaffa.
6	373	P.T.1/2	Steel Channel arms 8 way for wooden poles, Fig. 2 type "A"	Engineer, Northern Division, Jaffa.
7	40	P.T.1/2	Steel Channel arms 8 way for wooden poles, Fig. 2 type "B"	Engineer, Western Division, Jaffa.

5. The arms shall be manufactured from continental mild steel in accordance with the Departmental specifications.

6. Intending tenderers should apply to the Postmaster General, General Post Office, Jerusalem, for the specification, form of tender and envelope. The envelope containing the tender should be plainly marked "Tender for 2032 Steel Telephone Arms".

7. Tenders must be posted in time to reach the Postmaster General, General Post Office, Jerusalem, not later than 10 a.m. on the 13th September, 1937.

8. The Postmaster-General does not bind himself to accept the lowest or any tender.

9. Tenders by telegraph will not be considered.

10th August, 1937.

II.

MUNICIPAL CORPORATION OF JERUSALEM,
WATER SUPPLY DEPARTMENT.

Tenderers are invited to quote their prices for excavations and laying of different water pipes along the roads within the Municipal Area of Jerusalem.

Tender forms with specifications, etc., may be obtained from the Water Supply Department, Head Office, Municipality.

Tenders must be delivered in sealed envelopes, marked "Quotations for Excavations and Pipe-Laying", to reach the Municipality on Monday, the 23rd August, 1937, between 11 a.m. and 12 noon.

The Municipal Corporation does not bind itself to accept the lowest or any tender.

H. KHALIDI
Mayor of Jerusalem.

(G/22/37)

III.

MUNICIPAL CORPORATION OF JERUSALEM,
WATER SUPPLY DEPARTMENT.

Tenderers are invited to quote their prices for dismantling, removal and transport of the undermentioned pipes to the Jerusalem Water Supply Stores, Jerusalem.

Wadi Kelt — Ain Farah No. 1.

1000 metres of 8" Menesmann with socket and spigot ends
600 metres of 6" Victaulic
7000 metres of 6" Menesmann with socket and spigot ends
2000 metres of 5" screwed pipes.

Arroub — Bethlehem.

15000 metres of 6" screwed pipes.

Further particulars may be obtained from the Water Supply Department, Head Office, Municipality.

Tenders must be delivered in sealed envelopes, marked "Quotation for Removal of Water Mains", to reach the Municipality on Monday, the 23rd August, 1937, between 11 a.m. and 12 noon.

The Municipal Corporation does not bind itself to accept the lowest or any tender.

H. KHALIDI
Mayor of Jerusalem.

(G/22/37)

IV.

MUNICIPAL CORPORATION OF JERUSALEM,
WATER SUPPLY DEPARTMENT.

Tenders are invited for the purchase of about 3000 water meters of different types and sizes, at present lying in the Stores of the Jerusalem Water Supply Department, where they may be examined daily from 10 a.m. to 1 p.m.

The quantities and sizes of water meters in stock are as follows:—

607 ½" water meters
1393 ¾" water meters
1140 ¾" water meters

Bids should be submitted in sealed envelopes, marked "Purchase of Water Meters", and should reach the Municipality on Monday the 23rd August, 1937, between 11 a.m. and 12 noon.

The Municipal Corporation does not bind itself to accept the highest or any tender.

H. KHALIDI
Mayor of Jerusalem.

(G/22/37)

V.

HAIFA MUNICIPALITY.

Tenders are invited for the construction of public latrines on Hidjaz Street, Haifa.

A set of plans together with copies of specifications, bill of quantities, conditions of contract, instructions to tenderers and form of tender may be obtained from the Town Clerk's Office, Haifa, as from the 15th August, 1937, between the hours of 10 a.m. and 1 p.m. daily, except Sundays, against a deposit of LP.5.- which will be returned upon receipt of a bona fide tender with all plans and other documents.

Tenders must be delivered at the office of the Town Clerk, Haifa, before 12 noon on Wednesday, the 15th September, 1937, in sealed envelopes which will be supplied to all tenderers.

D. HACOHEN
Acting Chairman,
Municipal Commission.

5th August, 1937.
(G/22/37)

ADJUDICATION OF CONTRACT.

The contract for the electrical installation of the New Government Hospital at Haifa has been awarded to MR. J. WEINSHAHL at £P.2,869.348 mils.

CITATIONS.

I.

IN THE DISTRICT COURT OF JERUSALEM.

In the matter of the succession of ABRAHAM BASRAWI of Jerusalem, deceased.

Petitioner: ELIAHU BASRAWI, son of the said deceased.

Let all persons take notice that ELIAHU BASRAWI, son of the deceased, has applied to the District Court of Jerusalem for an order declaring the succession to ABRAHAM BASRAWI of

Jerusalem, deceased, and that the said application will be heard at the District Court of Jerusalem on the 24th day of September, 1937, at 9 a.m.

All persons claiming any interest must appear at the said place and time, otherwise such order will be made as to the Court seems right.

Dated this 31st day of July, 1937.

D. SHAMI
Chief Clerk,
District Court, Jerusalem.

II.

IN THE DISTRICT COURT OF JERUSALEM.

In the matter of the succession of MOSES MORDECAI HYAM ELIAS of Jerusalem, deceased.

Petitioner: AZIZA ELIAS, widow of the said deceased.

Let all persons take notice that AZIZA ELIAS, widow of the deceased, has applied to the District Court of Jerusalem for an order declaring the succession of MOSES MORDECAI HYAM ELIAS of Jerusalem, deceased, and that the said application will be heard at the District Court of Jerusalem on the 24th day of September, 1937, at 9 a.m.

All persons claiming any interest must appear at the said place and time, otherwise such order will be made as to the Court seems right.

Dated this 31st day of July, 1937.

D. SHAMI
Chief Clerk,
District Court, Jerusalem.

III.

IN THE DISTRICT COURT OF JERUSALEM.

In the matter of an application by AZIZA ELIAS and MORDECAI HYAM ELIAS, of Jerusalem, for their appointment as joint guardians over the children of MOSES MORDECAI HYAM ELIAS, deceased.

In virtue of an order of the District Court of Jerusalem, bearing date this 31st July, 1937, I do hereby cite all and all manner of persons to appear in the said Court within ten days from the date of publication hereof, and show cause, if any they have, why an order of guardianship should not be issued appointing AZIZA ELIAS and MORDECAI HYAM ELIAS as guardians over the children of MOSES MORDECAI HYAM ELIAS, deceased:

1. JUDAH M. ELIAS (son);
2. LULOO M. ELIAS (daughter);
3. SARA M. ELIAS (daughter);
4. ELIAS ELIAS (son);
5. HABIBA ELIAS (daughter);
6. FLORA ELIAS (daughter);
7. EZRA ELIAS (son),

in accordance with the petition filed in the said Court.

Dated this 3rd day of August, 1937.

D. SHAMI
Chief Celrk,
District Court, Jerusalem.

IN THE DISTRICT COURT OF HAIFA.

Before: The President (SHERWELL, J.)

In the matter of the Succession Ordinance, (cap. 135.)

and

In the matetr of the estate of OTTO PAUL FISCHER, deceased.

ORDER.

Upon hearing MR. J.S. SHAPIRO, Advocate, Haifa, and MR. ELIAHU MANI, Assistant Chief Interpreter, District Court, Haifa, Joint Provisional Administrators of the estate of OTTO PAUL FISCHER, deceased, of Haifa, appointed as such by an order of this Court dated the 11th June, 1937, and upon a perusal of the report submitted by the said Joint Provisional Administrators; and

Upon reading and hearing the applications of MR. CHARLES FISCHER on his own behalf and on behalf of his brother MR. MARTIN FISCHER of Paris under general power of attorney executed before the British Consul at Paris on the 11th March, 1937, dated the 22nd June, 1937, and the 10th July, 1937, opposing the appointment of MESSRS. J. S. SHAPIRO and E. MANI as administrators of the estate of the said OTTO PAUL FISHER and requesting to appoint JOSEPH EFF. SAHYOUN, Advocate, Haifa, sole administrator of the said estate; and

Upon hearing the application of D. VON OERTZEN, Pastor, Jaffa, alleged to be the custodian of the deceased's last will containing legacies to various institutions therein mentioned and upon hearing MR. GAVIZON, Advocate, Haifa, on behalf of the said PASTOR VON OERTZEN and MR. JOHANNES PROSS, Burgomaster of the German Colony, Haifa, said to represent the interests of the institutions above mentioned;

It is hereby ordered by consent and to avoid any party interested and appearing here being aggrieved that MR. J. S. SHAPIRO and MR. J. GAVIZON and MR. J. SAHYOUN be appointed Joint Provisional Administrators of the estate of OTTO PAUL FISCHER, deceased, and that the order of this Court dated the 11th June, 1937, be amended accordingly; such order is otherwise to operate as originally intended and stated pending final decision in regard to the application for probate by DETWIG VON OERTZEN of Jaffa (Case No. P. R. 43/1937), dated the 15th July, 1937.

Publication to be made in Palestine Gazette and Palestine Post forthwith.

A. GUY SHERWELL
President.

BEERSHEBA MUNICIPAL CORPORATION.

STATEMENT OF ASSETS AND LIABILITIES AS AT THE 31ST MARCH, 1937.

LIABILITIES	*LP. Mils*	ASSETS	*LP. Mils*
Excess of Assets over Liabilities	461.459	Cash in hand	461.459
	461.459		461.459

SURPLUS AND DEFICIT ACCOUNT.

Payments during the year	1591.627	Surplus at 1st April, 1936.	490.073
Surplus as at the 31st March, 1937.	461.459	Receipts during the year	1563.013
	2053.086		2053.086

TAJ EDDIN SHA'TH
Major of Beersheba.

EXAMINED

C. E. de B. BIDEN
Municipal Auditor.

24th May, 1937.
(G/94/37)

BEERSHEBA MUNICIPAL

SUMMARY OF RECEIPTS

RECEIPTS	*Approved Estimates*	*Actual Receipts*	*Over the Estimates*	*Under the Estimates*
	LP.	LP. Mils	LP. Mils	LP. Mils
1. Rates, Taxes, Licences	486	345.752	10.771	151.019
2. Receipts from Specific Services	459	313.162	8.060	153.898
3. Revenue from Municipal Property	325	258.307	—	66.693
4. Miscellaneous	3	1.736	—	1.264
5. Grant-in-Aid	350	350.000	—	—
6. Water Supply	400	294.056	—	105.944
	2,023	1,563.013	18.831	478.818
Surplus at the 1st April, 1936		490.073		
		2,053.086		

24th May, 1937.
(G/94/37)

CORPORATION.

AND PAYMENTS

PAYMENTS	*Approved Estimates*	*Actual Payments*	*Over the Estimates*	*Under the Estimates*
	LP.	LP. Mils	LP. Mils	LP. Mils
1. General Administration	370	362.—	—	8.—
2. Health Services	311	306.574	—	4.426
3. Public Security	180	179.502	—	0.498
4. Public Works	286	302.216	16.216	—
5. Miscellaneous	124	106.269	—	17.731
6. Public Works Extraordinary	285	32.750	—	252.250
7. Water Supply	622	302.316	—	319.684
	2,178	1,591.627	16.216	602.589
		461.459		
Surplus at the 31st March, 1937.		2,053.086		

TAJ EDDIN SHA'TH
Mayor of Beersheba.

Examined.

C. E. de B. BIDEN
Municipal Auditor.

MUNICIPALITY OF GAZA.

Abstract of Estimates, 1937/38.

REVENUE.

Heads of Revenue	Actual Revenue for the year 1935/36	Estimated Revenue for the year 1936/37	Actual Revenue for the year 1936/37	Estimated Revenue for the year 1937/38
	LP. Mils	LP.	LP. Mils	LP.
1. Rates, Licences, Taxes, etc. - -	4258.072	2102	2044.806	4287
2. Fees of Office, Receipts for Specific Services and Reimbursements - -	4646.945	1536	1662.669	4163
3. Revenue from Municipal Property -	1157.645	1155	840.490	1202
4. Interest - - -	—	—	—	—
5. Miscellaneous - - -	90.435	52	23.258	90
Total	10153.097	4845	4571.223	9742
6. Betterment Charges - -	—	—	—	—
7. Grant-in-Aid by Government -	600.000	600	—	750
8. Loan Account - - -	—	—	—	—
9. Water Supply - - -	3314.933	2500	2131.655	3470
Total	3914.933	3100	2131.655	4220
Total Revenue	14068.030	7945	6702.878	13962

EXPENDITURE.

Heads of Expenditure	Actual Expenditure for the year 1935/36	Estimated Expenditure for the year 1936/37	Actual Expenditure for the year 1936/37	Estimated Expenditure for the year 1937/38
	LP. Mils	LP.	LP. Mils	LP.
1. General Administration - -	1204.738	1580	1529.222	1518
2. Pensions and Gratuities - -	54.—	54	54.—	169
3. Health Services - - -	2668.711	2478	2331.333	3151
4. Street Lighting - - -	537.320	500	485.864	600
5. Engineering - - -	192.—	192	192.—	240
6. Public Works Recurrent - -	1347.415	160	156.564	500
7. Amenities - - -	390.328	323	280.249	321
8. Education - - -	636.365	638	602.890	686
9. Miscellaneous - - -	582.424	390	315.930	753
Total Ordinary	7613.301	6315	5948.052	7938
10. Public Works Extraordinary - -	4243.810	550	81.130	4030
11. Loan Account - - -	949.205	940	940.000	850
12. Water Supply - - -	613.686	680	583.070	1013
Total Extraordinary	5806.701	2170	1604.200	5893
Total Expenditure	13420.002	8485	7552.252	13831

(G/119/37)

MUNICIPALITY OF KHAN YUNIS.

Abstract of Estimates, 1937/38.

REVENUE.

Heads of Revenue	Actual Revenue for the year 1935/36	Estimated Revenue for the year 1936/37	Actual Revenue for the year 1936/37	Estimated Revenue for the year 1937/38
	LP. Mils	LP.	LP. Mils	LP. Mils
1. Rates, Licences, Taxes, etc. - -	238.520	270	303.309	408.500
2. Fees of Office, Receipts for Specific Services and Reimbursements - -	613.795	270	263.509	586.625
3. Revenue from Municipal Property -	—	—	—	—
4. Interest - - -	8.195	5	5.025	5.—
5. Miscellaneous - - -	8.250	10	9.945	16.—
Total	868.760	555	581.788	1016.125
6. Betterment Charges - -	—	—	—	—
7. Grant-in-Aid by Government -	200.—	1250	1000.—	1000.—
8. Loan Account - - -	—	—	—	—
9. Water Supply - - -	290.446	290	313.941	467.—
Total	490.446	1540	1313.941	1467.—
Total Revenue	1359.206	2095	1895.729	2483.125

EXPENDITURE.

Heads of Expenditure	Actual Expenditure for the year 1935/36	Estimated Expenditure for the year 1936/37	Actual Expenditure for the year 1936/37	Estimated Expenditure for the year 1937/38
	LP. Mils	LP. Mils	LP. Mils	LP. Mils
1. General Administration - -	261.870	287.500	286.845	278.—
2. Pensions and Gratuities - -	—	—	—	—
3. Health Services - - -	123.783	129.—	128.993	188.—
4. Lighting - - -	94.—	89.—	89.—	104.—
5. Engineering - - -	—	—	—	—
6. Public Works Recurrent - -	313.166	175.—	60.718	175.—
7. Education - - -	29.965	30.—	26.352	30.—
8. Miscellaneous - - -	56.535	39.500	33.192	129.500
Total Ordinary	879.119	750.—	625.100	904.500
9. Public Works Extraordinary - -	274.042	1250.—	1250.—	1059.—
10. Loan Account - - -	—	—	—	—
11. Water Supply - - -	233.381	203.—	202.949	217.—
Total Extraordinary	507.423	1453.—	1452.949	1276.—
Total Expenditure	1386.542	2203.—	2078.049	2180.500

(G/120/37)

PUBLIC NOTICE.

Persons Changing their Names.

The following changes of names have been registered at the office of the Commissioner for Migration and Statistics.

Old Name		*New Name*			
Surname	*Other names*	*Surname*	*Other names*	*Nationality*	*Address*
Agag'an	Mord	Rabi	Mordechay	Afghan	Jerusalem
Agag'an	Chanum	Rabi	Malca	Afghan	Jerusalem
Agag'an	Suleman	Rabi	Shlomo	Afghan	Jerusalem
Agag'an	Esther	Rabi	Esther	Afghan	Jerusalem
Agag'an	Zivia	Rabi	Zivia	Afghan	Jerusalem
Aleksandravicius	Nisonas	Aleksandroni	Nathan	Lithuanian	Miqve Yisrael
Aydels	Izrael Hersz	Adini	Israel Zwi	Polish	Tel Aviv
Aydels	Brandla	Adini	Brandla	Polish	Tel Aviv
Baner	Szymon	Avivi	Shimshon	Palestinian	Mizra
Baner	Sprinca	Avivi	Sabina	Palestinian	Mizra
Baner	No'omi	Avivi	No'omi	Palestinian	Mizra
Bauminger	Joel	Aloni	Joel	Rumanian	Jerusalem
Blass	Hermann	Blass	Zwi	Undefined	Tel Aviv
Blass	Rachela	Blass	Rachel	Undefined	Tel Aviv
Blass	Perl-Gina	Blass	Margalith	Undefined	Tel Aviv
Blass	Ida	Blass	Yehudith	Undefined	Tel Aviv
Blumenfeld	Symcha	Blumenfeld	Elazar Haim	Polish	Jerusalem
Bornstein	Mordehai	Hasharoni	Mordehai	Palestinian	Kefar Hanoar, Ben Shemen
Bornstein	Ester	Hasharoni	Ester	Palestinian	Kefar Hanoar, Ben Shemen
Bornstein	Shvivia	Hasharoni	Shvivia	Palestinian	Kefar Hanoar, Ben Shemen
Bornstein	Zaca	Hasharoni	Zaca	Palestinian	Kefar Hanoar, Ben Shemen
Branski	Shmaria	Ben-Moshe	Abraham	Russian	Tel Aviv
Branski	Dvora	Ben-Moshe	Dvora	Russian	Tel Aviv
Brouchshtein	Etele	Brouchshtein	Ester	Austrian	Natanya
Charpak	Icchok	Harpaz	Yitshaq	Polish	Even Yehuda
Charpak	Sara-Leja	Harpaz	Sara	Polish	Even Yehuda
Cohen	Wahb Rada	Ratzon-Cohen	Natan	Undefined	Tel Aviv
Copelman	Yenta	Veinberg	Yehudith	Palestinian	Migdal
David	Shoul	David	Shaul	Yemenite	Tel Aviv
David	Ghazal	David	Sara	Yemenite	Tel Aviv
Deutscher	Sally	Ben-Perets	Betsalel	Undefined	Ramat Hakovesh
Deutscher	Ester	Ben-Perets	Ester	Undefined	Ramat Hakovesh
Deutscher	Hanna	Ben-Perets	Hanna	Undefined	Ramat Hakovesh
Dorani	Yosef Yehia	Zakharya	Yosef	Yemenite	Even Yehuda
Dorani	Salama	Zakharya	Shulamit	Yemenite	Even Yehuda
Dorani	Saeed	Zakharya	Saadia	Yemenite	Even Yehuda
Dorani	Yacob Yosef	Zakharya	Yacob	Yemenite	Even Yehuda

Old Name		*New Name*			
Surname	*Other names*	*Surname*	*Other names*	*Nationality*	*Address*
Ehrenwerth	Mozes Leib	Hadar	Moshe	Polish	Jaffa
Ehrenwerth	Tenny Ruchel	Hadar	Tenny Ruchel	Polish	Jaffa
Ehrlich	Symche Ojzer	Kohavi	Simha	Polish	Kefar Yona
Ehrlich	Chana Ruchla	Kohavi	Hana	Polish	Kefar Yona
Ehrlich	Gidon	Kohavi	Gideon	Polish	Kefar Yona
Eichenstein	Gitla	Eichenstein	Towa	Polish	Tel Aviv
Eidelman	Benjamin	Adin	Benjamin	Palestinian	Tel Aviv
Falicovici	Manoila	Giv'oni	Moshe	Rumanian	Giv'at Hashomer
Falicovici	Ella	Giv'oni	Shoshana	Rumanian	Giv'at Hashomer
Falicovici	Dalia	Giv'oni	Dalia	Rumanian	Giv'at Hashomer
Farber	Mordche	Argaman	Mordechai	Polish	Tel Aviv
Feinberg	Chlavna	Adinhar	Yehuda	Undefined	Yarkona
Feinberg	Sophie	Adinhar	Sara	Undefined	Yarkona
Feinberg	Yochebeth	Adinhar	Yocheved	Undefined	Yarkona
Finkelstein	Zirla	Shohami	Zila	Polish	Qiryat Haiyim
Fixler	Mojzis	Shuali	Moshe	Czechoslovak	Kefar Yona
Fixler	Itelou	Shuali	Rita	Czechoslovak	Kefar Yona
Fixler	Chana	Shuali	Chana	Czechoslovak	Kefar Yona
Foerder	Fritz	Foerder	Ephrajim Fritz	Palestinian	Qiryat Bialik
Foerder	Heinz	Foerder	Chajim Uri	Palestinian	Qiryat Bialik
Fonstein	Anny	Mandelman	Anny	Palestinian	Haifa
Fränkel	Hugo	Fränkel	Naftali	Palestinian	Tel Aviv
Freimann	Wolfgang	Freimann	Jehudah	German	Jerusalem
Freimann	Hans	Freimann	Chanan	German	Jerusalem
Fridzaitchik	Solomon	Freed	Shalom (Salomon)	U.S.S.R.	Tel Aviv
Fridzaitchik	Sarra	Freed	Sara	U.S.S.R.	Tel Aviv
Fridzaitchik	Marie	Freed	Miriam	U.S.S.R.	Tel Aviv
Friedmann	Julius	Friedmann	Julius Jehuda	German	Miqve Yisrael
Fostik-Katz	Dawid	Fostik	David Josef	Undefined	Tel Aviv
Froim m. Froim	Isac	Ben-Efraim	Yitzhak	Rumanian	Ramat Yohanan, near Haifa
Froim m. Froim	Seina	Ben-Efraim	Yafah	Rumanian	Ramat Yohanan, near Haifa
Gabrielovitz known as Ralbag	Sarah Rachel	Gabrielith	Rachel	Palestinian	Tel Aviv
Gattegno	Benveniste	Bracha	Nisim	Bulgarian	Tel Aviv
Gawze	Leme	Gawze	Aron	Polish	Meshek Ha-poalot, near Nes Tsiyona
Getkeras	Slioma	Getker	Shlomo	Lithuanian	Magdiel
Ghervit	Moise	Hurvits	Moshe	Rumanian	Jerusalem
Gimpel	Icchok	Gimpelevich	Mordechay	Polish	Jerusalem
Gimpel	Runea	Gimpelevich	Runea	Polish	Jerusalem
Graumann	Nathan	Graumann	Naftali	Undefined	Tel Aviv

Old Name		*New Name*			
Surname	*Other names*	*Surname*	*Other names*	*Nationality*	*Address*
Graumann	Sabine	Graumann	Sara	Undefined	Tel Aviv
Graumann	Jakob	Graumann	Yaaqov	Undefined	Tel Aviv
Graumann	Haja	Graumann	Chaia	Undefined	Tel Aviv
Grosman	Gitla	Grosman	Guta	Polish	Tel Aviv
Gutmanas	Efrojimas	Zimri	Efraim-Chaim	Lithuanian	Tel Aviv
Guttmann	Isac	Guttmann	Israel	Palestinian	Merhavia
Haselnus	Isak Markus	Egozi	Yitshaq	Polish	Kefar Yona
Haselnus	Rifka	Egozi	Rivqa	Polish	Kefar Yona
Haselnus	Abraham Aron	Egozi	Abraham	Polish	Kefar Yona
Haselnus	Freida	Egozi	Hedva	Polish	Kefar Yona
Haselnus	Salomon Hersch	Egozi	Shlomo	Polish	Kefar Yona
Heidecker	Ludwig	Heidecker	Ascher	German	Beer Tuvia
Hershson	Joshua	Ben-Zwi	Joshua	Palestinian	Haifa
Herzberg-Fischel	Szyja Herschel	Herzberg	Yehoshua	Palestinian	Nesher Yajur
Herzberg-Fischel	Esther	Herzberg	Shoshana	Palestinian	Nesher Yajur
Herzberg-Fischel	Karmela	Herzberg	Karmela	Palestinian	Nesher Yajur
Herzberg-Fischel	Aharon	Herzberg	Aharon	Palestinian	Nesher Yajur
Herzberg-Fischel	No'omi	Herzberg	No'omi	Palestinian	Nesher Yajur
Israeloff	Eliezer	Israeli	Eliezer	Palestinian	Tel Aviv
Israeloff	Rivka	Israeli	Rivka	Palestinian	Tel Aviv
Israeloff	Menahem-Meir	Israeli	Menahem-Meir	Palestinian	Tel Aviv
Israeloff	Leah	Israeli	Leah	Palestinian	Tel Aviv
Janukiskis	Joels	Li	Joel	Latvian	Tel Aviv
Janukiskis	Feiga	Li	Feiga	Latvian	Tel Aviv
Kagan	Dovidas (David)	Cohen	David	Palestinian	Tel Aviv
Kassewitz	Edgar	Carmi	Ephraim	German	Zikhron Yaaqov
Kaplan	Szloma	Cohen	Shloma	Polish	Even Yehuda
Kaplan	Ita	Cohen	Yehudit	Polish	Even Yehuda
Kaplan	Menahem	Cohen	Menahem	Polish	Even Yehuda
Khisakov	Rauchel	Mizrachi	Moshe	U.S.S.R.	Jerusalem
Knopfler	Jeno	Karmy	Yehuda	Hungarian	Giv'at Hashomer
Knopfler	Klara	Karmy	Rut	Hungarian	Giv'at Hashomer
Knopfler	Ofra	Karmy	Ofra	Hungarian	Giv'at Hashomer
Krigman	Leib	Shlomi	Arye-Yeheskiel	Undefined	Kefar Saba
Krigman	Sara-Dwojra	Shlomi	Sara	Undefined	Kefar Saba
Krigman	Hava	Shlomi	Hava	Undefined	Kefar Saba
Krigman	Dalia	Shlomi	Dalia	Undefined	Kefar Saba
Kupferschmid vel Rozenbaum	Eljasz	Rosenbaum	Elijahu	Polish	Tel Aviv

Old Name		*New Name*			
Surname	*Other names*	*Surname*	*Other names*	*Nationality*	*Address*
Kupferschmid vel Rozenbaum	Zania	Rosenbaum	Zania	Polish	Tel Aviv
Kupferschmid vel Rozenbaum	Itamar	Rosenbaum	Itamar	Polish	Tel Aviv
Landesman	Matyas (Matityahu)	Ben Yoseph	Matityahu	Palestinian	Tel Aviv
Levin	Hersh Leib	Levin	Zvi Arieh	Spanish	Jerusalem
Levin	Szojzana	Levin	Shoshana	Spanish	Jerusalem
Lewitas	Sura	Lewitas	Sara	Polish	Tel Aviv
Lewitas	Lejba-Leon	Lewitas	Arieh	Polish	Tel Aviv
Mahtyngier	Cyna	Machtinger	Sinai	Polish	Tel Aviv
Meisles	Elias Mejer	Rotman	Meir	Polish	Tel Aviv
Melamid	Abraham Tobiasz	Amery	Abraham	Polish	Tel Aviv
Michon	Anoum	Pando	Anoum	Turkish	Tel Aviv
Michon	Salamon	Pando	Salomon	Turkish	Tel Aviv
Mindlin	Feiga	Janowa	Tsipora	Palestinian	Raanana
Maneli	Maks	Maneli	Meir	Turkish	Tel Aviv
Mayer	Egon	Mayer	Arieh Egon	German	Jerusalem
Milneras	Leiba	Milner	Aryeh	Lithuanian	Tel Aviv
Milneras	Jewa	Milner	Hava	Lithuanian	Tel Aviv
Milneras	Ela	Milner	Yafa	Lithuanian	Tel Aviv
Milneras	Rachel	Milner	Rachel	Lithuanian	Tel Aviv
Nelken	Louis	Nelken	Yehuda	Polish	Bnei Beraq
Neugröschl	Dezider	Kitziri	Mordehai	Czechoslovak	Haifa
Toumaian	Papken	Toumaian	Bessak	Undefined	Jerusalem
Poczapowski	Eliasz	Bar-Itzhak	Eliahu	Polish	Metulla
Poczapowski	Sara	Bar-Itzhak	Sara	Polish	Metulla
Poczapowski	Chasia	Bar-Itzhak	Chasia	Polish	Metulla
Pollac	Herman	Ben Israel	Zevi	Rumanian	Jerusalem
Pollac	Shayna	Ben Israel	Shoshana	Rumanian	Jerusalem
Pollac	Hanah Adinah	Ben Israel	Hana Adinah	Rumanian	Jerusalem
Pollac	Jehouda Majer	Ben Israel	Jehouda Majer	Rumanian	Jerusalem
Pollac	Carmella	Ben Israel	Carmella	Rumanian	Jerusalem
Psedmeskis	Chaimas	Shadmi	Haim	Lithuanian	Jerusalem
Psedmeskis	Rochile	Shadmi	Rachel	Lithuanian	Jerusalem
Rabinovitz	Abraham Joseph	Feldman	Josef	U.S.S.R.	Tel Aviv
Rabinovitz	Chaya	Feldman	Chaya	U.S.S.R.	Tel Aviv
Rabinovitz	Yehudith	Feldman	Yehudith	U.S.S.R.	Tel Aviv
Rabinovitz	Menashe	Ravina	Menashe	Palestinian	Tel Aviv
Rabinovitz	Brana	Ravina	Batia	Palestinian	Tel Aviv
Rabinovitz	Dan	Ravina	Dan	Palestinian	Tel Aviv
Rabinovitz	Ayala	Ravina	Ayala	Palestinian	Tel Aviv
Reiss	Markus	Reiss	Mordekhai	Polish	Kefar Saba
Reiss	Yeudith (Etel)	Reiss	Yeudith	Polish	Kefar Saba
Reiss	Benia	Reiss	Ben-Yah	Polish	Kefar Saba
Rosenbaum	Erwin	Vardi	Jacob	German	Zikhron Yaaqov
Rosenzweig	Yehuda	Shimoni	Yehuda	Palestinian	Jerusalem
Rosenzweig	Batya	Shimoni	Batya	Palestinian	Jerusalem

Old Name		*New Name*			
Surname	*Other names*	*Surname*	*Other names*	*Nationality*	*Address*
Rosenzweig	Arza	Shimoni	Arza	Palestinian	Jerusalem
Roth	Henrich	Admoni	Alter-Haim	Czechoslovak	Kefar Saba
Roth	Estera	Admoni	Esther	Czechoslovak	Kefar Saba
Roth	Shprintza	Admoni	Shprintza	Czechoslovak	Kefar Saba
Roth	Yaaqov-Josef	Admoni	Jacob-Joseph	Czechoslovak	Kefar Saba
Saadon Amsallam	Jacob	Amsallam	Jacob	Algerian	Tiberias
Saadon Amsallam	Miriam	Amsallam	Miriam	Algerian	Tiberias
Saadon Amsallam	Eliahou	Amsallam	Eliahou	Algerian	Tiberias
Saadon Amsallam	Schulamit	Amsallam	Schulamit	Algerian	Tiberias
Saadon Amsallam	Aaron	Amsallam	Aaron	Algerian	Tiberias
Saadon Amsallam	Aliza	Amsallam	Aliza	Algerian	Tiberias
Saadon Amsallam	Moche	Amsallam	Moshe	Algerian	Tiberias
Safran	Leib Leon	Safran	Arye	Polish	Haifa
Safranas	Yosel	Avner	Joseph Mordechai	Undefined	Jerusalem
Safranas	Ester Devora	Avner	Ester Devora	Undefined	Jerusalem
Safranas	Chassa	Avner	Chassa	Undefined	Jerusalem
Safranas	Scheine	Avner	Yaffa	Undefined	Jerusalem
Safranas	Malkah	Avner	Malkah	Undefined	Jerusalem
Safranas	Sara	Avner	Sara	Undefined	Jerusalem
Seff	Mendel	Zeff	Menachem	Russian	Magdiel
Seff	Chase	Zeff	Chase	Russian	Magdiel
Seff	Asher Klonimos	Zeff	Kalman	Russian	Magdiel
Seff	Yafa	Zeff	Yafa	Russian	Magdiel
Sepiashwili	Albert	Sapir	Albert	Palestinian	Jerusalem
Shein	Eliyahu	Jaffe	Eliahu Chaim	Polish	Tel Aviv
Sidon formerly Kalichstein	Salmen	Kalichstein	Salmen	Polish	Tel Aviv
Sidon formerly Kalichstein	Fajgla	Kalichstein	Zipora	Polish	Tel Aviv
Sidon formerly Kalichstein	Hawah	Kalichstein	Hawah	Polish	Tel Aviv
Sigall recte Stein	Oskar	Segal	Yehoshua	Polish	Qiryat Anavim, near Jerusalem
Sigall recte Stein	Ryfka	Segal	Rifka	Polish	Qiryat Anavim, near Jerusalem
Sinwani	Hasan Dawood	Sinwani	Yefith David	Yemenite	Even Yehuda
Sinwani	Saeeda	Sinwani	Sara	Yemenite	Even Yehuda
Sorkovicius	Elija	Raines	Eliyahou	Lithuanian	Tel Aviv
Sorkovicius	Leja	Raines	Leja	Lithuanian	Tel Aviv

Old Name		*New Name*			
Surname	*Other names*	*Surname*	*Other names*	*Nationality*	*Address*
Sorkovicius	Dovydas	Raines	David	Lithuanian	Tel Aviv
Sorkovicius	Nurit	Raines	Nurit	Lithuanian	Tel Aviv
Spiegel	Hermann	Alroy	Efraim	Polish	Nahariya
Stier	Sloima-Calman	Kalman	Zishe	Rumanian	Bnei Beraq
Szarfarc	Moszek-Mendel	Szarfharc	Mordechai-Mendel	Polish	Tel Aviv
Szymkowicz	Boruch	Schimkovitch	Barouch	Polish	Jerusalem
Szymkowicz	Fajga	Schimkovitch	Zipora	Polish	Jerusalem
Taba	Hassan Ibrahim	Tobi	Jafet	Yemenite	Tel Aviv
Taba	Shadra	Tobi	Shushana	Yemenite	Tel Aviv
Tartarin	Abram	Kedari	Avraham	Rumanian	Kefar Saba
Tartarin	Sura	Kedari	Sara	Rumanian	Kefar Saba
Tartarin	Ita	Kedari	Yehudith	Rumanian	Kefar Saba
Teperberg alias Taberberg	Nathan alias Nataniel	Harari	Nathan	Undefined	Migdal
Teperberg alias Taberberg	Faigeh	Harari	Zipora	Undefined	Migdal
Teperberg alias Taberberg	Rifka	Harari	Rifka	Undefined	Migdal
Tenewicki	Mordche	Arzi	Mordechai	Polish	Tel Aviv
Tenewicki	Fania	Arzi	Fania	Polish	Tel Aviv
Todolan	Moise	Toledano	Moshe	Yugoslav	Tel Aviv
Titensky	Shmuel	Dromi	Shmuel	Palestinian	Agrobank Quarter, near Tel Aviv
Titensky	Chava	Dromi	Chava	Palestinian	Agrobank Quarter, near Tel Aviv
Titensky	Dov (Ber)	Dromi	Dov (Ber)	Palestinian	Agrobank Quarter, near Tel Aviv
Titensky	Esther	Dromi	Esther	Palestinian	Agrobank Quarter, near Tel Aviv
Titensky	Zipa	Dromi	Zipa	Palestinian	Agrobank Quarter, near Tel Aviv
Titensky	Zvi	Dromi	Zvi	Palestinian	Agrobank Quarter, near Tel Aviv
Titensky	Batiah	Dromi	Batiah	Palestinian	Agrobank Quarter, near Tel Aviv
Titensky	Yosef	Dromi	Yosef	Palestinian	Agrobank Quarter, near Tel Aviv

Old Name		*New Name*			
Surname	*Other names*	*Surname*	*Other names*	*Nationality*	*Address*
Tokayer	Moses	Ben-Naftali	Moshe	Undefined	Tel Aviv
Trackstrager	Ruben	Benajahu	Reuben	German	Kefar Saba
Vinakoor	Tauba	Kaplan	Jona	Palestinian	Jaffa
Valdas	Solomas	Yaari	Shalom	Lithuanian	Natanya
Valdas	Dvera	Yaari	Devora	Lithuanian	Natanya
Valdas	Haiyim	Yaari	Haim	Lithuanian	Natanya
Wajsbrot	Lew	Hurwitz	Yehuda	Polish	Haifa
Wajnberger	Josek	Karmy	Yosef	Polish	Jerusalem
Wajnberger	Bajli Rywki	Karmy	Bylha	Polish	Jerusalem
Wajnberger	Miryam Shoshana	Karmy	Miryam Shoshana	Polish	Jerusalem
Weinraub	Sol	Anbi	Shlomoh	Palestinian	Qiryat Bialik
Weinraub	Jochewid	Anbi	Jocheved	Palestinian	Qiryat Bialik
Weinraub	Raya	Anbi	Raya	Palestinian	Qiryat Bialik
Weil	Erich	Hanoked	Uri	German	Ramat Hakovesh
Widrich	Chaim	Zohori	Chaim	Polish	Kefar Nechemya
Widrich	Rachela	Zohori	Rachel	Polish	Kefar Nechemya
Widrich	Menahem	Zohori	Menahem	Polish	Kefar Nechemya
Widrich	Devora	Zohori	Devora	Polish	Kefar Nechemya
Widrich	Etana	Zohori	Etana	Polish	Kefar Nechemya
Yacob	Agag'an	Nahmani	Siman Tov	Irani	Jerusalem
Yacob	Mikail	Levy	Michael	Irani	Jerusalem
Yacob	Safura	Levy	Zipora	Irani	Jerusalem
Yacob	Jacob	Levy	Jacob	Irani	Jerusalem
Yacob	Chokrolla	Levy	Chokralla	Irani	Jerusalem
Yacob	Rahmim	Levy	Rahmim	Irani	Jerusalem
Yacob	Eliahu	Levy	Eliahu	Irani	Jerusalem
Yacob	Yehouda	Levy	Jehouda	Irani	Jerusalem
Yacob	Esther	Levy	Esther	Irani	Jerusalem
Yacob	Mirz'a	Nahmani	Elisha	Irani	Jerusalem
Yacob	Schaban	Nahmani	Shimon	Irani	Jerusalem
Yacob	Kanom	Nahmani	Hannah	Irani	Jerusalem
Yacob	Rebeka	Nahmani	Rivkah	Irani	Jerusalem
Yacob	Haya	Nahmani	Haya	Irani	Jerusalem
Yacob	Rachel	Nahmani	Rachel	Irani	Jerusalem
Yechieli formerly Trachtenberg	Ezra	Trachtenberg	Ezra	Palestinian	Rishon-le-Tsiyon
Yechieli formerly Trachtenberg	Yehudith	Trachtenberg	Yehudith	Palestinian	Rishon-le-Tsiyon
Yechieli formerly Trachtenberg	Isaac	Trachtenberg	Isaac	Palestinian	Rishon-le-Tsiyon
Yechieli formerly Trachtenberg	Shifra	Trachtenberg	Shifra	Palestinian	Rishon-le-Tsiyon
Yechieli formerly Trachtenberg	Shai	Trachtenberg	Shai	Palestinian	Rishon-le-Tsiyon

Old Name		*New Name*			
Surname	*Other names*	*Surname*	*Other names*	*Nationality*	*Address*
Yehezkiel	Ashur	Cohen	Asher Ben Aharon	Afghan	Jerusalem
Yehezkiel	Harun	Cohen	Aharon	Afghan	Jerusalem
Yehezkiel	Hannah	Cohen	Hannah	Afghan	Jerusalem
Yehezkiel	Brucha	Cohen	Bracha	Afghan	Jerusalem
Yehezkiel	Jaffa	Cohen	Jaffa	Afghan	Jerusalem
Yehezkiel	Jehezkel Shalom	Cohen	Jehezkel Shalom	Afghan	Jerusalem
Yehezkiel	Zivia	Cohen	Zivia	Afghan	Jerusalem
Yehezkiel	Josef	Cohen	Josef	Afghan	Jerusalem
Yehezkiel	Sara	Cohen	Sara	Afghan	Jerusalem
Zawodnik	Fujwisz	Zavdi	Shraga	Polish	Tel Aviv
Zlotnik	Froim	Zoref	Efraim	Polish	Tel Aviv
Zlotnik	Szajndla	Zoref	Yaffa	Polish	Tel Aviv
Zlotnik	Amos	Zoref	Amos	Polish	Tel Aviv
Zlotnik	Edna	Zoref	Edna	Polish	Tel Aviv
Zupavicius	Jokanas	Zarchi	Yohanan	Lithuanian	Qiryat Shmuel, near Tiberias
Zupavicius	Zlata	Zarchi	Doba	Lithuanian	Qiryat Shmuel, near Tiberias
Zwisohn	Lazarus Wolf	Ben Zwi	Eliezer Zeev	U.S.A. citizen	Tel Aviv
Zwisohn	Ruth	Ben Zwi	Ruth	U.S.A. citizen	Tel Aviv

(I/111/35)

Statement of wreck salved at Jaffa, during the months of April, May and June, 1937.

Serial No.	*Date of Report*	*Description*		*Where found*	*Name and Residence of Salvor*
15/37	29.4.37	7 iron girders 7 iron girders	N/M N/M	Jaffa Roadstead	Mostafa Ghali, Mohd. el Saeidi, Khamis el Sirri & Khalil el Sidawi, Jaffa
16/37	29.4.37	1 lot scrap iron	N/M	Jaffa Roadstead	Litfi Banat, Jaffa
17/37	1.5.37	24 iron girders 32 iron girders 27 iron bars	N/M N/M N/M	Jaffa Roadstead	Mostafa Ghali, & Khamis Ashour, Jaffa
18/37	1.5.37	48 pieces asphalt 3 bundles iron bars 1 roll barbed wire 1 lot scrap iron 2 drums scrap iron 2 pieces scrap iron 1 lot scrap iron	N/M N/M N/M N/M N/M N/M N/M	Jaffa Roadstead	Khalil el Falah, Fares Ali, Mohd. el Haj, Ali Kombar, Most. Abu Hajar, Ali Sukkar & Ibrahim el Kabesh

Serial No.	*Date of Report*	*Description*	*Where Found*	*Name and Residence of Salvor.*
19/37	1.5.37	81 bundles iron bars N/M 37 bundles galvanized tubes N/M	Jaffa Roadstead	Haj Mohd. Lababidi Jaffa
20/37	1.5.37	42 iron girders N/M	Jaffa Roadstead	Khamis Ashour
21/37	1.5.37	28 iron girders N/M 1 lot iron bars and angles	Jaffa Roadstead	Ahmed el Jajeh & Ali Komber, Jaffa
22/37	20.5.37	1 lot iron bars N/M, N/N	Jaffa Roadstead	Haj Mohamed el Lababidi, Jaffa Port
23/37	23.5.37	1 case enamel plates AP/6609-15 8 bundles galvanized tubes N/M, N/N 20 bundles iron bars 1 case glass ware 2 iron girders 1 lot iron bars 6 iron tubes	Jaffa Roadstead	Mihi el Din el Ghattis, Jaffa Port
24/37	2.6.37	4 iron tubes N/N, N/M 1 bundle galvanized tubes 1 lot iron bars	Jaffa Roadstead	Mihi el Din el Ghattis, Jaffa Port
25/37	4.6.37	1 anchor and chain N/M	Jaffa Roadstead	A. Bozom, Jaffa
26/37	10.6.37	5 bags flour Northern King	Tel Aviv Roadstead	Moshe Behar and Israel Morchai, Seamen, c/o Preeka, Ltd.
27/37	11.6.37	80 bundles iron bars N/M, N/N	Jaffa Roadstead	Muhil Dine el Ghattis, Jaffa
28/37	12.6.37	1 lot iron bars N/M, N/N	Jaffa Roadstead	Haj Mohamed el Lababidi Jaffa
29/37	21.6.37	1 lot iron bars N/M	Jaffa Roadstead	Mohamed Lababidi, Jaffa

QUARANTINE AND INFECTIOUS DISEASES SUMMARY.

For week ending midnight 14.8.37.

1. Quarantine Restrictions.

No changes have occurred since 31.12.36.

The following restrictions are at present in force:—

Against	*Port*	*Date restrictions enforced*
Cholera	Arrivals from Bombay by air routes.	15.8.37
Cholera	Arrivals from Bombay by sea routes.	7.9.36
Cholera	Arrivals from Siam (particularly Bangkok) by air and sea routes.	24.2.36
Cholera	Arrivals from Calcutta by air routes.	9.9.36
Plague	Arrivals from Karachi by air or sea routes.	16.2.37

2. Weekly Report of Infectious Diseases in Palestine.

Place	*Typhus*	*Date notified*
Tel Aviv	4(a)	11.8.37
Jaffa	1	11.8.37
Kfar Sava, Jaffa District	1	11.8.37

(a) 1 case imported from Nathania, Tulkarm Sub-District

CO-OPERATIVE SOCIETIES ORDINANCE.

ORDER OF LIQUIDATION.

In accordance with the powers vested in the Registrar of Co-operative Societies under section 46 of the Co-operative Societies Ordinance, I hereby order that Kfar Ganim Aguda Hadadit, Limited, shall be wound-up and appoint MESSRS. BENJAMIN YAHALOM, DR. YA'ACOV SOBOL and ISRAEL BEN-ZVI as joint liquidators.

J. BLUMENFELD
Acting Registrar
of Co-operative Societies.

10th August, 1937.

CO-OPERATIVE SOCIETIES ORDINANCE.

NOTICE REGARDING SUBMISSION OF CLAIMS.

Whereas on the 10th August, 1937, an order for winding-up of Kfar Ganim Aguda Hadadit, Limited, has been issued;

Notice is hereby given that all claims against this society must be submitted within one month from the date of this notice to the liquidators MESSRS. BENYAMIN YAHALOM, DR. YA'ACOV SOBOL and ISRAEL BEN-ZVI, of Kfar Ganim, near Petah Tiqva.

J. BLUMENFELD
Acting Registrar
of Co-operative Societies.

19th August, 1937.
(Gaz/4/36)

NOTICE.

Notice is hereby given that with the approval of the Acting Registrar of Co-operative Societies dated the tenth August, 1937, the name of the undermentioned society has been changed as follows:—

Previous name: Agudat Gomlin Haifa Aguda Hadadit, Limited.

New name: Agudat Gomlin Leashrai al yad Irgun Hama'amad Habeinoni be Haifa Aguda Shetufit, Limited.

COMPANIES ORDINANCE.

ORDER APPOINTING THE OFFICIAL RECEIVER AS PROVISIONAL LIQUIDATOR BEFORE ORDER TO WIND-UP.

Name of Company: Rimon Talkies, Ltd.

Court: District Court sitting at Tel Aviv.

Number of Matter: 202/37.

Date of Order: 27th July, 1937.

H. KOSLOFF
Acting Official Receiver.

REGISTRATION OF PARTNERSHIPS.

The particulars given below correspond with the following headings:—

1. *Names and addresses of partners.*
2. *Firm name of partnership.*
3. *Names of partners authorised to administer the partnership and to sign for it.*
4. *Date of commencement and determination.*
5. *Object.*

1. Izhak Sarano, Tel Aviv.
   Mordehay Arama, Tel Aviv.
   Izhaq Arama, Tel Aviv.
2. "Haderor".
3. Izhak Sarano and Mordehay Arama jointly.
4. 27.6.37, for one year.
5. Transport of all kinds of goods and materials.

1. Berek (Dov) Osherovitz, Tel Aviv.
   Lea (Lisa) Osherovitz, Tel Aviv.
2. B. and L. Osherovitz.
3. Both partners jointly and severally.
4. 1.7.37, for an unlimited period.
5. Textile goods.

1. Albert Carasso, Tel Aviv.
   Joseph Carasso, Tel Aviv.
2. A. and J. Carasso, Tel Aviv.
3. Both partners.

4. 15.8.37, and can be dissolved by a six months' notice.
5. Import and export of dried fruits, groceries and cereals.

1. Moshe Federman, Tel Aviv.
   Michael Kahn, Tel Aviv.
2. Palestine Grain Agency.
3. Either partner, but bills of exchange and cheques shall be signed by both partners.
4. 1.7.37, for two years.
5. Agency and trade in grain, fodder and similar merchandise.

1. Jacob Gluska, Tel Aviv.
   Meir Ummetzi, Tel Aviv.
   Aaron Rozi, Tel Aviv.
2. "Mahsevet Hadarom-Mluim-Stone, Gravel and Lime."
3. Jacob Gluska.
4. 1.8.37, for four years.
5. To carry on quarry work, stone crushing and lime.

1. Robert Levy, Tel Aviv.
   Erma Gieskann, Tel Aviv.
2. Robert Levy & Co.
3. Both partners jointly.
4. 15.6.37, for one year.
5. Wholsale of cigarettes and tobacco.

STATEMENT OF NATURE OF CHANGES IN THE PARTICULARS OF THE GENERAL PARTNERSHIP: KRAUS AND SENDER.

A. Change in the firm name:

Previous name: M. Kraus and I. Sender.

New name: Kraus and Sender.

B. Change in the partners or in the name or surname of any partner:

Mr. Yehezkiel Sender has left the partnership, and Mr. David M. Sender has joined the partnership.

C. Change in person or persons authorised to sign on behalf of the partnership:

Itzhak Kraus and David M. Sender jointly.

REGISTRATION OF A FOREIGN PARTNERSHIP.

The particulars given below correspond with the following headings:—

1. *Names and addresses of partners.*
2. *Firm name of partnership.*
3. *Names of partners authorised to administer the partnership and to sign for it.*
4. *Date of commencement and determination.*
5. *Name of person authorised to carry on business and to accept services of process, etc. on behalf of the partnership.*
6. *Object.*

1. Oswald Ritter, Vienna, Austria.
   Jacob Lazarowitz, Vienna, Austria.
2. Ritter and Lazarowitz.
3. Both partners jointly and severally.
4. 25.5.36, for an unlimited period.
5. Dr. David Bukspan, 15, Balfour Street, Tel Aviv.
6. Manufacturers of and dealers in underwear.

NOTICES.

I.

Ha'Pri.

Notice is hereby given that the above partnership, notice of which appeared in Palestine Gazette No. 698 of the 17th June, 1937, has been dissolved.

II.

Nachum Levy and Eliezer Frenkel.

Notice is hereby given that the above partnership has been dissolved and that all assets and liabilities of the said partnership have by consent been assigned to MR. ELIEZER FRENKEL alone.

NOTICES.

The following notices are published at the risk of the advertisers and their publication does not imply any certificate as to correctness or authority.

I.

"Massad" Co-operative Society for Loans and Savings, Ltd.

Notice is hereby given that the following gentlemen were elected to the Committee of Management:

1. M. BRASLAVSKY, Tel Aviv
2. B. GOLDZWEIG, Jerusalem
3. I. YACOBI, Jerusalem
4. I. LADJINSKY, Jerusalem
5. B. SAPHIR, Jerusalem
6. M. BEN JOSEPH
7. M. ROSENHAK
8. A. ROM.

The joint signatures of any two of the following members of the Committee shall be binding on the society:

1. B. GOLDZWEIG
2. I. YACOBI
3. I. LADIJENSKY
4. B. SHAPIRA
5. M. BEN JOSEPH
6. M. ROSENHAK
7. A. ROM.

This notice cancels the notice published by the society on the 4th January, 1934.

II.

The Near East Bank, Ltd.

Notice is hereby given that in view of the departure of MR. ZEHARYAHU GLUSKA, the chairman of the Near East Bank, Ltd., the joint signatures of MR. SHALOM MIZRACHI and HANANIYA GRONER shall bind the bank.

III.

Ha'Misrad Ha'Kablani le-Binyan u-le' Avodot Tzibouriyot shel Ha'Ovdim bi-Rehovot, Ltd.

Notice is hereby given that, pursuant to the resolution of the Board of Directors of the above company passed on the 1st July, 1937, the signature of each of both members of the Board of Directors viz: ITZHAK HASKIN and REUVEN SCHREIBMAN, on behalf of the company, shall bind the same.

IV.

United Bank, Ltd.

Notice is hereby given that with the authority of the Registrar of Companies of the 9th July, 1937, and on the basis of the extraordinary resolution passed at the extraordinary general meeting of the company held on the 7th July, 1937, the name of the above company has been changed as follows:—

Previous name: United Bank Ltd.

New name: Bank Atid, Ltd.

V.

Scandinavian Near East Agency, S.A.

Notice is hereby given that the above company, the head office of which is at Piraeus, Greece, has closed its offices in Palestine.

CORRIGENDA.

I.

Palestine Gazette No. 698 of the 17th June, 1937.

Notice regarding changes of names, page 592, line 18, for *"Chterncis Youga Moissevitch"* read *"Chterncis Youga Moiseevitch"*.

II.

Palestine Gazette No. 708 of 5th August, 1937.

Supplement No. 2, page 728, Order No. 58, paragraph 5, first line, for *"B. Rifayi"* read *"B. Rifa'i"*.

NOTICE.

SUBSCRIPTION RATES.

The Palestine Gazette may be purchased, price 30 mils per copy, at all booksellers and news-agents in Palestine, or from the Government Printing and Stationery Office, P.O.B. 507, Jerusalem. The subscription rates are as follows:—

	Half-yearly	*Yearly*
Palestine	700 mils	LP. 1.300 mils
Abroad	800 mils	LP. 1.500 mils

Applications accompanied by remittances (Cash, Postal or Money Orders only) should be made to the Government Printer, P.O.B. 507, Jerusalem.

ADVERTISEMENTS.

The following are the authorised publication rates for notices and advertisements in the Palestine Gazette:—

For every ¼ of a column or part thereof -	500 mils
Exceeding ¼ and not exceeding ½ column -	LP.1.000 mils
Exceeding ½ and not exceeding ¾ column -	LP.1.500 mils
Exceeding ¾ and not exceeding 1 column -	LP.2.000 mils

All notices and advertisements must be prepaid.

It is notified for general information that in future notices intended for publication in the Palestine Gazette should be addressed, together with the appropriate publication fees, direct to the Government Printer, P. O. B. 507, Jerusalem.

Notices of registration of Companies, Co-operative Societies, Trade Marks and Patents will not be accepted for publication unless submitted through the appropriate Registrar.

Orders with regard to the administration of the estates of deceased persons or probate of wills, and any orders issued under the Companies Ordinance, or in accordance with any other Ordinance or Order of the Court, and notices of registration and dissolution of partnerships will not be inserted unless passed for publication by the Court.

Notices of dissolution of partnerships will not be accepted unless signed by the partners named therein or by their legal representatives.

The signature or representative character of a signatory must be verified by a declaration made by an advocate.

A notice of dissolution of partnership not signed by all the partners or by their legal representative must be accompanied by a sworn declaration made by an advocate to the effect that the notice is given in pursuance of the terms of the partnership to which it relates.

The following notices and advertisements will be published in the Gazette at the risk of the advertisers and will not imply any certificate as to correctness or authority:

Notices from Liquidators of Companies, etc.

Notices concerning meetings, appointments of Directors, redemption of bonds and kindred matters from Companies or Co-operative Societies.

No notice or advertisement concerning a Company or Co-operative Society, other than a notice published by order of the Court or of the Registrar, will be inserted unless it is accompanied by a declaration of an advocate that to the best of his knowledge the statement made in the notice or advertisement is true.

PRINTED AT THE GOVERNMENT PRINTING PRESS, JERUSALEM.

Agricultural Supplement No. 20

to

The Palestine Gazette No. 711 of 19th August, 1937.

WINDBREAKS.

The term windbreak is used to describe a belt of trees or other plants, so placed as to afford protection from wind; provision for such protection should be made in the layout of every plantation or orchard. The importance of windbreaks for orange groves, fruit orchards and banana plantations is an undisputed fact, and yet very few people in Palestine appear to make use of them in practice. In certain localities, particularly on the coastal plains and in the open valleys, where strong winds prevail throughout the year, it is advisable to establish the windbreaks one or two years prior to planting the orchard.

In the Gaza and Nathania sub-districts growers have experienced great difficulties in raising their citrus trees due to the continued prevalence of westerly winds, and it was not until a few years after planting, when the windbreaks had reached a good height, that the plantations recovered. The necessity of windbreaks in this country was fully demonstrated last season when the strong, cold winds blew down large quantities of citrus fruit which covered the ground in almost every unprotected grove. A comparison of protected and unprotected orchards clearly demonstrated the value of good windbreaks.

In Palestine the high winds which blow from either the west, east, or north-east, cause considerable damage to groves. The westerly winds have a detrimental effect during winter and early spring, causing considerable damage by stripping the trees of fruit and leaves and breaking the branches, while much of the fruit which remains is rendered second or third grade, and the number of culls is increased. The loss caused by the westerly winds of last spring was estimated at 350,000 — 400,000 cases of dropped fruit and in addition, the value of the growing crop was greatly diminished owing to the increase in the proportion of second grade fruit and culls due to wind damage; while in young groves, trees were bent over and in some cases uprooted.

The hot and scorching easterly winds, known as khamsins, which occur mostly during the months of March, April and May, cause considerable damage to the blossoms, burning the young growth and causing a drop of young fruit, while easterly winds occurring in the autumn may also cause considerable damage to leaves and young growth. In 1935 it was estimated that the khamsins had reduced the citrus crop by about 2,000,000 boxes.

The north-easterly winds occurring mostly during the months of December and January are dry and cold, and may cause considerable damage by stripping the trees, freezing or bruising the fruit, and breaking the branches. During last season about 500,000 cases of fruit were totally destroyed. Banana plantations are often severely damaged by them also, as was the case last season.

The type of windbreak employed depends largely on the plantation to be protected. Windbreaks may be classified into two groups :— (1) temporary, (2) permanent. The purpose of a temporary windbreak is to protect the plantation for a period of one or two years until a permanent windbreak has been established, as for example, in nurseries where plants do not remain for more than about two years. When establishing young groves in districts where powerful winds prevail, it is advisable to plant a temporary windbreak until such time as the permanent windbreaks become effective. Castor oil used to be the popular plant in Palestine for this purpose, but is less frequently used now because of its liability to the attacks of insect pests and diseases.

Two of the most promising plants which have been used at certain of the Government Horticultural Stations with success during the last few years are Sunn Hemp and Sesbania Aegyptiaca.

Sunn Hemp (*Crotalaria juncea*) is an annual plant and was introduced into Palestine in 1934 by the Director of Agriculture and Fisheries. It grows so rapidly that two months after sowing it forms a windbreak two metres high. It should be sown in March by dispersing the seeds in two to three rows 15 to 20 centimetres apart, and subsequently the seedlings should be thinned to a distance of 3 to 5 centimetres between individual plants. In order to get satisfactory results the Crotalaria should be sown all round the plantations and inside them at intervals of 40 to 50 metres. Sunn Hemp does not successfully resist cold weather.

Sesbania Aegyptiaca also does not entirely resist the cold weather but it is preferable to Crotalaria owing to its perennial habit. It should be sown at the beginning of March in the same manner as that described for Crotalaria. After a period of a few months it reaches a height of 2½ to 3 metres.

Other plants which are suitable for use as temporary windbreaks are pigeon peas (*Cajanus indica*) maize, durra, etc.

A form of temporary shelter often used for bananas in certain parts of Palestine is one composed of a wooden framework upon which are fastened reed mats made from Papyrus grown in the Huleh swamp. Although effective as windbreaks, they are expensive to erect and do not last long, being easily damaged by strong winds. Furthermore, these mats, by preventing the free movement of air in the plantation, may cause active harm during periods of frost.

Permanent windbreaks usually consist of trees which will grow to a height of 10 to 18 metres and which are capable of affording protection to orchards for many years. Cupressus pyramidalis, C. horizentalis, C. macrocarpa, C. Arizonica, Casuarina, Grevillea, Eucalyptus and Tamarisk are all suitable subjects. These trees grow steadily and reach a height of 8 to 9 metres within a period of 7 to 8 years. Once having reached this height they increase more slowly. During the first few years of growth they develop too slowly to afford much protection and consequently have to be supplemented with temporary windbreaks; this is particularly necessary in localities of frequent and high winds.

All groves and orchards should be carefully studied prior to the planting of windbreaks, and the factors to be considered are :— Position as regards prevailing wind, nearness to the sea and the possibility of the formation of air pockets in periods of frost. Exposed orchards, liable to be attacked by stormy winds from the west and north-east, should be protected by means of a dense windbreak, preferably of Cupressus. The force of easterly winds can be successfully checked by loose windbreaks of Casuarina, Cupressus, or Grevillea trees. Orchards located near the sea shore where the soil is sandy and salty air prevails, must be protected by Tamarisk windbreaks, which are best suited to these conditions. Areas likely to suffer from "frost-pockets" have to be treated with special care. Dense windbreaks should be planted to the north side leaving an outlet for the air currents through the lowest part of the plot; otherwise the windbreak may do more harm than good.

When planting windbreaks the soil should be prepared in the same manner as for the orchard. Early in spring is the best period for planting. A distance of about 6 metres between the first row of orchard trees and the windbreak should be left as the roots of windbreak plants tend to impoverish the soil. The seedlings should never exceed a height of 30 to 40 cms. at the time of planting as small plants establish themselves better than large ones. Older seedlings, raised in pots, often have twisted roots and when they become trees are found to have bad root systems and are therefore less resistant to winds. Windbreaks may be planted in single or double rows. The distances between the trees should be from 1 to 1½ metres for Cupressus pyramidalis, 2 to 2½ metres for C. horizontalis, 3 metres for C. macrocarpa and C. Arizonica and 2½ to 3 metres for Casuarina, Grevillea and Tamarisk.

For the first few years cypress windbreaks should be topped from time to time in order to encourage the trees to spread below. If this is done every two years it will make them grow bushy and able to withstand strong winds. This applies to all the varieties mentioned above.

When planted in double rows, windbreaks are usually spaced in triangular form, the spaces being 1½ times greater than those mentioned above. A dense and effective double windbreak can be established by planting one row of Cupressus pyramidalis and an external row of Cupressus horizontalis, C. macrocarpa or C. Arizonica.

The after-care of the trees is of great importance if an effective windbreak is to be established. In order to check them from robbing the neighbouring fruit trees

of nourishment and thus hindering their development, the windbreak should be irrigated and manured in the same manner as the fruit trees and in addition, the trees should be provided with stakes during the first few years to keep them upright.

In order to prevent the roots of windbreaks from protruding into the orchard it is advisable to dig a trench of 1½ metres depth at a distance of from 1 to 1½ metres from the windbreak, but it should be refilled and not allowed to remain open, as in time roots will find their way under the trench, which should be re-opened once during the season.

Investigations carried out by the Horticultural Section of the Department of Agriculture during the 1937 season revealed the importance of windbreaks in so far as the soundness, size and grade of fruit is concerned. The investigations were carried out in the Mikveh Israel orchards immediately after the very heavy westerly winds, which occurred in December and which cused considerable damage throughout the groves.

These investigations showed that on a plot of thirty trees properly protected by windbreaks, approximately 2% less fruit fell to the ground during the windy weather than on a similar plot only partially protected, and 4% less than on a plot totally unprotected. In addition, the percentage of cull fruit on the protected plot was less in proportion than on the semi-protected and totally unprotected plots.

Furthermore, the protected plot gave a much higher percentage of grade 1 fruit than the semi-protected plot which in turn gave a higher percentage of good grades than the unprotected plot.

This interesting investigation showed that in each case the plot protected by a complete windbreak system gave far better results than either of the other two plots, and in each case the unprotected plot was the worst.

These results in cash returns represent much higher profits from the areas which are protected as compared with those that are unprotected, as all growers know that prices are influenced by grade.

It is hoped that this alone will be a sufficient inducement to all growers to pay more attention to the planting of windbreaks and their maintenance.

THE PLANT PROTECTION SERVICE.

"Plant Protection Service" is the new title of the Entomological Service, as the scope of activity of this Service has been enlarged and it is not strictly confined to the study of Entomology. A new name has therefore been given which more correctly describes its functions.

What these functions are, and how they can be utilised both for the farmer or fruit grower is the subject of this article.

The real foundation stone of the Service is a knowledge of the pests and diseases with which the farmer has to contend and of the way in which they behave, and of the causes of that behaviour, so far as it is possible to find them out. Without this knowledge it is sometimes possible to effect some kind of control, and to put up a fight against the pest whether it be fungus or insect, but for economical and effective measures to be employed, a knowledge of the insect or fungus, its habits and behaviour is essential.

The first branch of the Plant Protection Service therefore is the Research branch. In this there are four officers who spend most of their time in the study of the life histories of the primary pests and in testing means of keeping them under control, and one of those officers is engaged on the study of one insect, the Capnodis, or root borer of stone fruit trees. The damage already caused by this insect has assumed such economic importance that its study comprises almost the sole duty of this officer and is likely to do so for some time to come.

The other three officers in this branch of the Service combine with their research duties those of the next branch of the Service, namely the Advisory or Extension branch. This branch exists for the purpose of bringing the knowledge gained by the research workers to the farmer. Its officers show how control should be applied and in addition to this they carry out experiments on a field scale designed to test the economic value of control measures which have been found successful in the laboratory or in small garden trials.

It is the duty of these officers to calculate the costs and keep a profit and loss account of any pest fighting methods that may be devised. This constitutes a very important part of their work as it is obviously useless to advise a method of control which the farmers themselves cannot afford to employ. Every effort has therefore to be made to ensure that any remedies suggested are of as simple and inexpensive a kind as possible. The work of the extension officers is of the first importance and it is also work of great difficulty. It requires an infinite amount of tact and patience, and the officers themselves must be 'good mixers' that is to say, they must have the talent for establishing friendly relations with people of all kinds and in no circumstances must they play the part of the heavy important official.

Like doctors, they need a good 'bedside manner'. Sometimes farmers are so anxious for assistance in fighting some pest that they will do anything that is suggested, but more often they have to be roused from a fatalistic attitude in order to save themselves. Many have become so accustomed to pests that they look on the losses caused by them as inevitable and to be accepted like lack of rain or some other natural calamity. This attitude of mind can be and must be altered, and the officers of the Advisory branch have to do it.

There are different ways of effecting this alteration, but the most effective is by personal visits and by demonstrations which all may see. Unfortunately, the staff of the Plant Protection Service is not large enough to pursue this ideal policy as it only consists of one officer whose work it is to co-ordinate extension work over

the whole country. He has or will have two whole time assistants, and the three research officers who have already been mentioned give part of their time to help him.

Some four years ago there was very little information to give the farmer which was really based on exact scientific investigations. We are now happily in a position to give a great deal of information on tested methods of pest control. One method employed to spread knowledge is through the rural schools. By instructing the school masters who in turn will instruct their pupils, it is hoped to employ the rising generation in coveying the knowledge to their parents and relations. Great faith is placed in this method as through the children a larger public can be reached than by the radio or the press. It may have the effect of making the children conceited if they realise that they know more than their parents, but any parent will know how to deal with that situation and it needs no advice from the Plant Protection Service on that point.

Wherever it is possible, demonstrations are given at typical centres on how the control of some particular pest should be carried out and the method explained. This is always followed up by further visits to the same places. It is considered preferable to keep working for a certain length of time in one place rather than to diffuse our energies all over the country under which system little or no good is done anywhere. The Plant Protection Service always responds to a special request for advice if it is possible but it will be realised that a small staff cannot be everywhere and often time is lost by farmers writing to Jerusalem for advice and assistance when the necessary information could have been obtained from officers who are close at hand. Careful note should be made by any farmers of the places where extension officers or as they are also called advisory officers are stationed, so that they can go and see them and discuss their pest troubles, a habit we wish to encourage, or they can ask the officers to visit them. It has been pointed out that there is much information to give, but it is not possible to work miracles nor is there a cure for everything and it is no good asking for advice after a crop has been destroyed. The places where advice can be obtained are as follows :—

The Entomological Laboratory, Government Farm, Acre.

The Entomological Laboratory, Tiberias — which is situated in the Forest Nursery there and is quite easy to find;

The Headquarters of the Plant Protection Service in Jerusalem, which is in the same building as the Department of Agriculture and Fisheries — on the top floor.

It is hoped in the future to have an advisory officer for the Southern District stationed either at the Government Citrus Demonstration Station at Sarafand or at the Government Station at Migdal, but up to date it has not been possible to arrange for this.

Enquiries from that area should be addressed to the Headquarters of the Service in Jerusalem, or in the case of Jewish farmers to the Plant Inspector, Department of Agriculture and Fisheries, Tel-Aviv.

Much time has been spent by the Service in trying to reduce to a minimum the number of insecticides which can be recommended for use and efforts are being made to persuade the agents who sell these insecticides to put them up in small packages or tins and to have a number of smaller agencies all over the country so that farmers from Gaza, for example, will not have to travel to Haifa to buy what they need.

It is hoped that this scheme will be in operation in the near future. There is one point which must be emphasised, and which all farmers should understand and that is that the Service exists to help the farmer, to give him advice, and to show how that advice can be carried out, but it does not exist to provide for the free control of pests and diseases. The farmers are expected to help themselves and after the methods of control have been demonstrated to them, it is their job to carry them out.

Work on the control of insect pests is not the only function of the advisory part of the Plant Protection Service. An officer is shortly to be appointed who will be engaged in doing the same sort of work in connection with fungus diseases such as smut of wheat and mildew on vines.

The research work on which this advice is based is done at the Palestine Research Station of the Jewish Agency, Rehovot.

In order to have a knowledge of the different kinds of insects which exist in the country and to be able to identify those sent to the laboratory by people asking for advice, an insect collection is necessary, a kind of reference library. This has to be classified and maintained and in addition, a considerable amount of literature has to be studied in order that the staff of the Service may keep in touch with scientific work which is going on in other countries some of which might be useful to Palestine.

All this information has also to be catalogued and classified, and the work is all done in the headquarters of the Service.

Yet another activity is the gradual building up of specimens in exhibition boxes which will show the main stages of the life history of common pests for the information of the public.

The account already given by no means exhausts the functions of the Plant Protection Service. There is yet another branch of it under a special officer, known as the Plant Quarantine branch.

It is the duty of this branch to endeavour to keep out of the country pests which have not become established here and to see that the different plant protection rules and regulations are enforced. These rules are designed to protect such industries as potato growing, citrus culture, the banana industry, etc. from pests and diseases which are known to exist in other countries and may constitute a danger to Palestine if introduced here.

Another aspect of this work is the prevention of the spread of diseases and pests already established or native to the country. The greatest source of danger is the nursery from which plants already infected with disease are sent out and planted in new groves, orchards and gardens. In this way in the past, several diseases and pests have spread to places where they were not formerly a source of trouble.

For the purpose of preventing this spread of infected stock, the nursery regulations were introduced to ensure the periodical inspection of nurseries and nursery stock so that this source of infection can be minimised.

Not only is inspection of plants and plant products made at the ports, but the frontier also has to be patrolled to prevent the smuggling of forbidden articles such as bananas, citrus plants, or palm offshoots.

Should it be necessary for Government to enforce pest control at any time, then the Quarantine branch also takes charge of that duty.

One last word and that is that when writing to ask advice, or when visiting advisory officers, always send or bring specimens of the pest which is causing the trouble and above all come or write when the trouble is beginning and not when it is too late to give any help. It is not unknown for us to get a letter saying "an insect is destroying my crops, please give me advice as to what to do". The writer forgetting to say what crops, or to send a specimen of the insect and even not giving an address ! Farmers are asked not to send in that sort of letter.

Insect attacks can often be prevented and an affected crop can frequently be cured, but a crop which has been killed cannot be restored, nor can the leaves be put back on to a fruit tree after it has been denuded by caterpillars.

FIELD NOTES.

Meteorological report for the month of July, 1937.

Station	*Temperature (Centigrade)*				*Rainfall*		
	Mean Max.	*Mean Min.*	*Highest Max.*	*Lowest Min.*	*Total for Month*	*Most in a Day*	*Relative Humidity % (8H)*
Acre	30.0	22.2	31.5	19.5	Nil	Nil	77
Beisan	36.4	21.8	39.6	18.5	Nil	Nil	—
Beersheba	33.6	16.8	38.2	14.0	Nil	Nil	64
Beit Gemal	32.1	19.9	35.7	17.2	Nil	Nil	62
Gaza	34.8	20.9	36.6	19.1	Nil	Nil	63
Haifa	31.1	24.2	32.8	23.1	Nil	Nil	84
Jerusalem	29.2	18.2	32.7	15.6	Nil	Nil	59
Jericho	38.8	23.3	41.3	20.0	Nil	Nil	56
Jenin	36.0	21.2	38.5	19.0	Nil	Nil	67
Tel-Aviv	32.8	22.4	34.3	20.5	Nil	Nil	81

Abnormally cool weather conditions were prevalent throughout the country until the last week of the month when temperatures rose slightly, but the abundant falls of dew have been beneficial to all summer crops.

Cereals. The threshing and winnowing of cereal crops has almost been completed in some sub-districts and is drawing to a close generally throughout the country. The sample of grain is excellent due to the absence of easterly winds at the flowering season and when the setting grain was in a vulnerable stage.

Yields are much in advance of those of last year for the country as a whole, although in parts of the northern ranges and hills of Samaria returns are not so good as had been expected. Very considerable amounts of barley are finding a market overseas.

Leguminous Crops. The majority of sub-districts in southern Palestine show good returns for all leguminous crops, but in the northern hills only very mediocre yields were harvested mainly due to the fact that farmers were forced to sow late owing to the wet conditions. Chickpeas, however, have given excellent returns.

Durra. Except in a few cases the durra crop will be the heaviest reaped for many years. Picking which commenced in mid-July has now become general.

Sesame. In general the sesame crop is good. On the northern plains and plateaux very heavy yields will be gathered and in the south some very fine crops can be seen. The harvest though not yet general has commenced.

Tobacco. Picking has commenced and good yields are the rule. A very considerable surplus over local requirements is expected.

Vegetables. Abundant supplies of seasonable vegetables are on the markets. Prices though poor are showing a tendency to rise. The preparation of land for autumn sowing and transplanting is in hand. Hillside tomato crops are yielding heavily.

Districts.

Southern District. The threshing of all cereal crops is practically finished, and winnowing and sieving is also nearing completion.

Considerable activity has been noted especially on the plains where farmers are resorting to summer ploughing. The harvesting of the durra was commenced by the middle of the month, and is now general throughout the district, and at many places it is already finished. Excellent returns are reported from most sub-districts, and the sesame crop is expected to be the heaviest harvested for some years. A considerable influx of Sinai Beduin into the district has been noted. Heavy yields of water melons are being marketed at a rather discouraging price. On the coastal plains large areas of tomatoes and cucumbers are being planted. Green fodder is plentiful and land is being prepared for the sowing of berseem during the coming season. Heavy supplies of seasonable vegetables are being marketed, but prices are low due to over production and lack of organization in marketing. Considerable interest is being shown in the storage of potatoes, and it is hoped that the experiments being conducted in potato storage will be of value. The olive crop will be fair to good on the whole.

Northern District. The threshing and winnowing of winter crops are nearly finished throughout the district and with the exception of the plains and hill areas

of the Acre sub-district, the yields show a considerable increase over those of last year. The sample of the grain is good. It is probable that the heaviest summer crops recorded for some years will be harvested throughout the district, although the sesame crop in parts of the Nablus sub-district is not up to expectations. In Acre a shortage of leguminous crops is anticipated due to the inclement conditions which prevailed at planting time. There is a promise of excellent yields of durra throughout the district and the harvesting of this crop has been commenced in some localities. Summer ploughing has become a general part of the season's cultivations and farmers who practised it last year have been amply repaid for their trouble.

The tobacco crop has been greatly helped by the heavy dew falls and picking has become general. Satisfactory returns in the Acre and Safad sub-districts are anticipated and the quality of the leaf seems to be well up to standard. The condition of all livestock is good and the animals are now grazing on the stubbles. Considerable activity in the preparation of land for autumn sown vegetables is noted.

Jerusalem District. Harvesting in the hills had not been completed by the end of the month, but all cereals were on the threshing floors in the foot-hills and winnowing was general throughout the district. It cannot be said that the crop has been a good one and in Jerusalem and Ramallah barley and wheat in the hills have not returned more than six fold and eight fold respectively. Yields from the western foot-hills are somewhat better, and also from the Hebron sub-district. The yield of leguminous crops is much heavier than in the northern district but it is still below the normal in the Jerusalem and Ramallah hills, but in the foothills remunerative crops were reaped. Throughout the district yields of vetch are heavier than the yields of kersenneh and lentils. Summer crops of durra and of sesame, where sown, are with few exceptions the best seen for some years. The olive crop varies very considerably but it is estimated to be much in advance of last season. Very considerable quantities of field tomatoes and cucurbitaceous crops are coming on to the market, but the main Jordan valley crops have ceased bearing with perhaps the exception of eggplants and pepper. The water situation is very satisfactory and stock are in good condition and grazing on the stubbles. There will be no shortage of tibn.

MARKETS.

In the Jerusalem District the prices of agricultural commodities do not show any marked change over those of last month. In the North there is a marked tendency for the prices of cereals to harden especially as regards wheat, barley, maize, beans and flour, and this is generally attributed to the devaluation of the franc, an increase in export, and a rise in world prices. Similarly in the South wheat has shown an appreciable rise of £P.1 per ton and barley prices are on the upward trend. Barley shipments from Gaza amounted to 3,782 tons during the month and further consignments are awaiting export.

NORTHERN DISTRICT.

Commodity	*June, 1937.* *£P. Mils per ton*	*July, 1937.* *£P. Mils per ton*	*July, 1936.* *£P. Mils per ton*
Wheat	7.500— 9.500	8.750—10.500	8.000— 8.500
Barley	5.200— 5.500	5.850— 6.500	5.000
Durra	7.000— 7.250	5.600— 6.000	5.850
Maize	6.500— 6.750	6.750— 7.000	6.250
Kersenneh	6.500— 6.600	6.600— 6.800	—
Tibn	1.200— 1.450	1.400— 1.800	2.000
Beans (Ful)	7.400— 7.500	8.000— 8.500	8.250
Chick-peas (Humus)	7.500— 8.000	8.500— 8.750	8.500
Lentils	10.000—12.500	11.500—13.500	—
Hilbeh	6.000— 6.300	6.250— 6.600	6.000
Jilbaneh	6.000— 6.100	Not quoted	—
Sesame	21.000	20.000—21.000	—
Bran	4.500— 5.500	5.500— 6.000	5.250
Kousbeh	8.200— 9.500	8.200— 9.500	8.000
Oats	8.000— 8.500	8.000— 8.250	—
Vetch	Not quoted	Not quoted	—
Potatoes (local)	4.500— 7.000	5.500— 6.000	—
Potatoes (imported)	Not quoted	4.000— 4.500	6.000
Flour white (local)	12.750—13.300	13.300—14.300	—
Hay in bales	3.250— 4.500	4.000— 4.500	4.000— 4.250
Eggs per 100	0.170— 0.450	0.200— 0.400	—

SOUTHERN DISTRICT.

Commodity	*June, 1937.* *£P. Mils per ton*	*July, 1937.* *£P. Mils per ton*	*July, 1936.* *£P. Mils per ton*
Wheat	8.000— 8.500	8.000—10.000	—
Barley	5.000— 5.750	5.500— 6.000	—
Durra	8.000— 8.500	4.800— 5.500	—
Kersenneh	6.500— 7.000	7.000— 7.500	—
Beans	7.000— 7.500	7.000— 8.500	—
Lentils	8.500—10.500	8.000—10.500	—
Maize	6.000— 6.500	7.000— 7.100	—
Sesame	20.000	20.000—21.500	—
Potatoes (local)	5.500— 6.000	6.000— 6.750	—
Potatoes (imported)	—	5.500	—
Tomatoes	2.000— 3.000	5.000— 6.000	—
Hay	3.000— 4.500	3.000— 4.500	—
Tibn	1.750— 2.250	0.850— 2.250	—

JERUSALEM DISTRICT.

Commodity	*June, 1937.* *£P. Mils per ton*	*July, 1937.* *£P. Mils per ton*	*July, 1936.* *£P. Mils per ton*
Wheat	9.000	9.325	12.170
Barley	5.150	5.300	5.700
Kersenneh	6.300	7.375	8.580
Durra	7.000	5.575	5.600
Lentils	8.850	10.526	14.000
Chick-peas	11.500	9.000	15.000
Sesame	19.000	20.500	22.500
Beans	10.000	9.650	9.980
Potatoes	6.250	7.000	11.100
Tibn	1.300	1.240	2.250
Eggs (per 100)	0.206	0.200	0.220

MARKET REPORT.

The following retail prices for fruits prevailed in the Jerusalem market during the month of July :—

Apples, local	20 mils per kilo
Apples, foreign	50 mils per kilo
Pears, local	25 mils per kilo
Pears, foreign	60 mils per kilo
Plums	25—30 mils per kilo
Peaches	25 mils per kilo
Prunes	50 mils per kilo
Bananas	25 mils per kilo
Grapes	10—30 mils per kilo
Melons	10 mils per kilo
Water melons	5 mils per kilo
Lemons	40 mils per kilo
Figs	15 mils per kilo.

ABSTRACTS AND NOTES OF INTEREST.

NOTICE.

Sale of Fruit Trees and Grafted Vines from Government Horticultural Stations, 1937-38.

All applications to purchase budded fruit trees and/or grafted vines from Government Horticultural Stations should be made in writing on application forms to the Horticultural Station Superintendent or the Agricultural Inspector of the sub-district before the 1st September, 1937.

Application forms are obtainable from all Horticultural Station Superintendents, Agricultural Inspectors, Horticultural Instructors and District Officers.

Applicants must be able to satisfy the Department that they are :—

(a) either fellaheen or small holders,

(b) that their land is suitable for the particular fruit trees or grafted vines for which they apply,

(c) that the land in which the trees are to be planted has been prepared for planting.

All areas belonging to applicants may be inspected by the Agricultural Inspectors of the sub-district prior to recommending the issue of the trees for which they have applied.

Applicants will be notified early in October, 1937, of the number and kinds of plants reserved for sale to them.

Prices for fruit trees and vines at the Horticultural Stations are as follows :—

Budded citrus trees	30 mils each
Budded fruit trees	20 mils each
Grafted vines	5 mils each
Seedlings or non-budded trees	10 mils each.

All payments must be made in cash to Horticultural Station Superintendents at the time of collection of the plants.

No application will be considered after the 31st August, 1937.

Rust Diseases of Antirrhinum and Carnation.

(Prepared by Dr. I. Reichert of the Experimental Station, Rehovot).

Two popular ornamental plants, carnation and snapdragon, have recently been attacked by rust diseases. If no control measure is applied against these diseases, a description of which is given below, the cultivation of these plants will be endangered. Both diseases are new to Palestine and nurserymen in particular should take great care to see that their gardens do not become infected.

1) *Carnation* — (Dianthus caryophyllus) has been attacked by a rust called *Uromyces dianthi* (Pers.). This disease appears on the leaves in the form of grayish-brown pustules which contain the brown spores. It appeared in this country for the first time at the beginning of 1936 and was found in the surroundings of Tel-Aviv and Jerusalem. Plants attacked by this disease stop their normal growth, the buds shrivel and finally the plants dry up.

The best means to control the disease after it has appeared is to dust the plants with finely-ground sulphur every week. Old dried, infested plants must be burnt.

2) *Snapdragon* — (Antirrhinum majus). The rust disease attacking the snapdragon is by far the more serious of the two. The scientific name of the disease is *Puccinia anthirrini* (Diet and Holw.). Its attack spreads very rapidly. In a very

short time after the appearance of the reddish-brown pustules on all parts of the plants, they may dry up and succumb. The first appearance of this disease in Palestine occurred at the close of 1936. It appears to have spread into this country from Egypt, where it was noted for the first time in November, 1936.

This disease originated in the United States where it first appeared in 1895 and from there it spread to Europe and finally to the Mediterranean countries. So far it has only been found in the southern part of Palestine and in no case further north than Jerusalem.

Preventive spraying every week with a 1% burgundy mixture, sold under the proprietary name of Bordeaunette, or dusting with fine sulphur dust may partly prevent the disease. After the disease has appeared, the plants must be burnt at once.

Those with private gardens as well as those growing flowers for the market should keep a very careful watch on their carnations and snapdragons for the first signs of these rusts. Where the presence of either disease is suspected, specimens of affected plants should be sent to the Chief Plant Protection Officer, Department of Agriculture and Fisheries, Jerusalem, or to the Chief Plant Pathologist, Agricultural Experimental Station, P.O.B. 15, Rehovot, for identification and advice.

Import of Food and Dairy Animals.

The following numbers and classes of food and dairy animals were imported into Palestine during the month of June, 1937. Imports during June, 1936, are also given for comparison.

	By Sea Route		*By Land Route*	
	June, 1936	*June, 1937*	*June, 1936*	*June, 1937*
Cattle	2,376	1,385	—	—
Sheep and Goats	1,906	11,465	6,456	17,364
Poultry	140,455	65,300	16	10

54 dairy cattle were imported during June as compared with 18 imported during the same period last year.

Government Veterinary Laboratory.

The following number of specimens were received at the Government Veterinary Laboratory and examined during the month of May, 1937.

	Number
Blood samples for bovine contagious abortion test	3,305
Blood samples for dourine test	509
Blood and pus smears for various examinations	143
Other examinations of various specimens	364

The following number of specimens were received at the Government Veterinary Laboratory and examined during the month of June, 1937.

	Number
Blood samples for bovine contagious abortion test	2,282
Blood samples for dourine test	238
Blood and pus smears for various examinations	135
Other examinations of various specimens	295

BROADCAST TALKS.

The following talks on agricultural subjects will be broadcast from Jerusalem before the next issue of the Agricultural Supplement :—

Subject	*Date*	*Time*	*Language*
The Mediterranean Fruit Fly	23.8.37	8.40—8.55 p.m.	Hebrew
Plot and Field Selection of Cereals	24.8.37	7.35—7.55 p.m.	Arabic
Plot and Field Selection of Cereals	30.8.37	8.40—8.55 p.m.	Hebrew
Loquats	31.8.37	7.35—7.55 p.m.	Arabic
Loquats	8.9.37	8.45—8.55 p.m.	Hebrew
Seed and Seed Testing	7.9.37	7.35—7.55 p.m.	Arabic
Seed and Seed Testing	13.9.37	8.45—8.55 p.m.	Hebrew
Picking and Handling of Citrus Fruit for Export	14.9.37	7.35—7.55 p.m.	Arabic

Supplement No. 2

to

The Palestine Gazette No. 711 of 19th August, 1937.

AIR NAVIGATION (COLONIES, PROTECTORATES AND MANDATED TERRITORIES) ORDER, 1927.

AUTHORISATION.

IN VIRTUE of the powers conferred on me by Article 27(2) of the Air Navigation (Colonies, Protectorates and Mandated Territories) Order, 1927, I hereby certify that by a special and temporary authorisation permission has been granted for the flight within the limits of Palestine and Trans-Jordan (including the territorial waters adjacent thereto) of the following aircraft of American nationality :—

Type of Aircraft	*Registration Mark*
DELLANCA SKYROCKET	NC — 15300

This permission is limited to the period from the 1st January, 1938, to the 15th March, 1938, inclusive and is granted subject to the following conditions :—

(*a*) The aircraft and its crew and passengers shall be liable to all the legal obligations which arise from general legislation, from Customs legislation and import and export regulations and any regulations which may be laid down for public safety;

(*b*) The occupants of the aeroplane shall deposit with the local Police Authorities any firearms in their possession at the time of their arrival in Palestine, to be held in custody by the Police until the final departure of the aeroplane from Palestine.

(*c*) The carriage of cameras in the aircraft is permitted subject to any conditions which may be imposed by the Military or Royal Air Force Authorities.

The conditions in force until further notice provide that no photographs shall be taken of any buildings, works or defences occupied by armed forces of His Majesty.

A. G. WAUCHOPE
High Commissioner for Palestine and Trans-Jordan.

14th August, 1937.
(D/99/37)

LAND (EXPROPRIATION) ORDINANCE.

CERTIFICATE.

I, GENERAL SIR ARTHUR GRENFELL WAUCHOPE, G.C.M.G., K.C.B., C.I.E., D.S.O., High Commissioner for Palestine, hereby certify that the construction of a road connecting the Sahel and Ain el Misbah roads in the Municipal Area of Ramallah is an undertaking of a public nature within the meaning of the Land (Expropriation) Ordinance.

Cap. 77.

Plans of the land and buildings affected are available for inspection at the offices of the Municipal Corporation of Ramallah and at the District Offices, Ramallah.

A. G. WAUCHOPE
High Commissioner.

12th August, 1937.
(L/109/37)

THE PALESTINE ORDER IN COUNCIL, 1922

AND

THE PALESTINE (AMENDMENT) ORDER IN COUNCIL, 1933.

ORDER NO. 61 OF 1937, BY THE HIGH COMMISSIONER.

WHEREAS by Article 16A of the Palestine Order in Council, 1922, as enacted in the Palestine (Amendment) Order in Council, 1933, the High Commissioner may, if he thinks fit, by order under his hand to be published in the *Gazette*, convert such land in Palestine of the category termed "miri" as may be described in such order, into land of the category termed "mulk".

NOW, THEREFORE, I, GENERAL SIR ARTHUR GRENFELL WAUCHOPE, G.C.M.G., K.C.B., C.I.E., D.S.O., High Commissioner for Palestine, in virute of the powers in me vested as aforesaid, do hereby order that all that piece or parcel of land now of the category termed "miri" and more particularly described in the schedule hereto, shall be converted into the category of land termed "mulk" and registered accordingly in the Land Registry of Jerusalem in the name of the Iraqi Jewish Community of Jerusalem.

SCHEDULE.

All that piece or parcel of land and the buildings thereon situated in Bab-el-Amud, Jerusalem, comprising 509.63 square metres, bounded as follows :—

North : Road,
South : Yaacov Tager and the joint wall in the middle,
East : Road,
West : Partitioned plot No. 3, which said plot and buildings are more particularly described and delineated on a plan deposited in the Land Registry of Jerusalem and registered in the name of the Committee of the Adath Habablim, Jerusalem, Palestine, in the said Land Registry in Vol. 16, Folio 361.

Given under my hand this thirteenth day of August, 1937.

A. G. WAUCHOPE
High Commissioner.

(L/44/36)

PALESTINE (DEFENCE) ORDER IN COUNCIL, 1937.

REGULATIONS MADE BY THE HIGH COMMISSIONER UNDER ARTICLES 6 AND 10.

IN EXERCISE of the powers vested in him by Articles 6 and 10 of the Palestine (Defence) Order in Council, 1937, the High Commissioner has made the following regulations :—

Citation.

1. These regulations may be cited as the Defence (Amendment) Regulations (No. 3), 1937.

Amendment of regulation 3 of the Defence (Amendment) Regulations (No. 2) of 1937.

2. Regulation 3 of the Defence (Amendment) Regulations (No. 2) of 1937 shall be amended as follows :— by the deletion of sub-regulation (4) and by the substitution therefor of the following sub-regulation :—

"(4) Where any notice has been published by the District Superintendent of Police under the provisions of sub-regulation (1) of this regulation any person convening, organizing, holding or taking part in a meeting or procession to which such notice applies which has not been licensed under the provisions of sub-regulation (2) or which fails to comply with any terms or conditions of any licence issued shall be guilty of an offence against these regulations."

By His Excellency's Command,

W. D. BATTERSHILL
Chief Secretary.

16th August, 1937
(CF/309/37)

IMMIGRATION ORDINANCE.

Order by the High Commissioner under Section 4 (1) (f).

Cap. 67.

In exercise of the powers vested in him by section 4 (1) (f) of the Immigration Ordinance, the High Commissioner is pleased to order and it is hereby ordered as follows :—

Citation.

1. This Order may be cited as the Immigration (Exemption of Trans-Jordan Employees of Palestine Potash Ltd.) Order, 1937.

Exemption.

2. Permanent residents of Trans-Jordan employed by the Palestine Potash Company Ltd. and in possession of certificates of identity issued by that company in the form approved by the Director, Department of Immigration, are exempt from the provisions of sections 7 and 9 of the Immigration Ordinance and of rules 3 and 7 of the rules set out in the schedule to that Ordinance.

Saving provision.

3. No person admitted to Palestine under this Order shall be deemed to have acquired permanent residence in Palestine by virtue of his residence in Palestine under this Order.

By His Excellency's Command,

W. D. BATTERSHILL
Chief Secretary.

9th August, 1937.
(I/592/37)

PORTS ORDINANCE.

Rules made by the High Commissioner in Council under Section 17.

Cap. 114.

In exercise of the powers vested in him by section 17 of the Ports Ordinance, the High Commissioner in Council has made the following rules :—

Citation.

1. These rules may be cited as the Ports (Employment of Persons within Limited Area) Rules, 1937.

Licensing of persons for employment within limited area of port.

2. The officer in charge of any port when issuing a licence for the employment of any person within the limits of such port may grant such licence subject to the condition that it shall authorise the employment of the person named therein, only within such portion of the area of the port as shall be specified in the licence.

Commencement.

3. These rules shall come into force as from the first day of September, 1937.

A. N. LAW
Acting Clerk to the Executive Council.

9th August, 1937.
(C/106/37)

INTOXICATING LIQUORS (MANUFACTURE AND SALE) ORDINANCE.

RULES MADE BY THE HIGH COMMISSIONER UNDER SECTION 32.

IN EXERCISE of the powers vested in him by section 32 of the Intoxicating Liquors (Manufacture and Sale) Ordinance, the High Commissioner has made the following rules :— Cap. 71.

1. These rules may be cited as the Alcohol (Medical Purposes) Rules, 1937. Citation.

2. No person shall be entitled to claim repayment of excise duty under section 3 of the Ordinance (as amended by the Intoxicating Liquors (Manufacture and Sale) (Amendment) Ordinance (No. 2), 1937), unless he has kept such books and taken such account of stock as are prescribed by these rules to be kept and taken by a person claiming such repayment. Repayment of excise duty. No. 18 of 1937.

3. Alcohol in respect of which repayment of excise duty may be claimed as aforesaid shall be plain spirits which have been distilled at a strength of not less than ninety per centum of alcohol as ascertained by Trallé's Alcoholometer in accordance with the provisions of the Intoxicating Liquors Rules. Alcohol upon which repayment may be claimed.

4. A person claiming repayment as aforesaid shall be a licensed manufacturing wholesale pharmaceutical chemist or druggist and shall satisfy the Director of Customs, Excise and Trade (hereinafter referred to as the Director), that the alcohol is required for the purpose of a manufacture bona fide carried on by him, and for the purpose of so satisfying the Director shall deliver to him in writing such particulars as he may require with respect to the purpose and manner for and in which the alcohol is to be used. Persons who may claim repayment.

5. If the alcohol is delivered to a person authorised to claim repayment under rule 4, he shall if so required produce to the satisfaction of the Director, evidence that the alcohol received by him was used by him for the purpose for which he was authorised to receive it. Evidence of receipt.

6.—(1) The person claiming repayment shall keep a stock book in such form and make therein such entries as the Director may require. Stock book to be kept by persons claiming repayment.

(2) The particulars required to be entered in the stock book shall be entered within twenty-four hours after the happening of the operation or the time of the event or transaction to which they relate.

(3) The account of the alcohol shall be balanced at intervals not exceeding one month.

(4) The person claiming repayment shall keep the stock book in his premises open to inspection by any officer of Customs and

Excise and must allow any such officer to make entry therein and to take any extract therefrom.

Taking of samples by officer.

7. An officer of Customs and Excise shall have the same power to take samples of any preparation made from alcohol remaining in stock, as he has to take samples of any goods chargeable with any customs or excise duty.

Bond.

8. In order to ensure due observance of these rules by the person claiming repayment, he will be required to enter into a bond with such security and in such amount and under such conditions as the Director may require.

SCHEDULE.

SPECIMEN OF STOCK BOOK TO BE KEPT BY AUTHORISED USERS OF ALCOHOL.

RECEIVED								USED									
Date	No. of permit	From whom received	Of what place	Bulk quantity in litres	Strength of alcohol	Litres of absolute alcohol	Amount of duty paid LP. Mils	Date	Name of article prepared for medical use only	Quantity of article prepared	Name of pharmacopea in accordance with which article prepared	Bulk quantity of alcohol used	Strength of alcohol	Litres of absolute alcohol	Duty paid LP. Mils	Date claim submitted	Date claim paid

DECLARATION AS TO THE USE OF ALCOHOL AND APPLICATION FOR REPAYMENT OF THE DUTY IN RESPECT OF DUTY PAID ALCOHOL.

I..... of .....

being.....of the firm of.....hereby declare that .....litres of alcohol on which the duty at the Excise rate of 100 mils per litre of alcohol has been paid to the Palestine Government were used by ....at.....during the period.....day of .....193.....to the.....day of.....193.....in the manufacture or preparation of articles used for medical purposes specified below :—

I claim that .....entitled to repayment of the sum of £P..... and hereby make application for the same.

Dated this ..... day of ..... 193.....

Signed.....

Description of business of person, firm or company .....

Postal address.....

By His Excellency's Command,

W. D. BATTERSHILL
Chief Secretary.

10th August, 1937.
(C/79/36)

TRADE AND INDUSTRIES (REGULATION) ORDINANCE.

ORDER NO. 62 OF 1937, BY THE HIGH COMMISSIONER IN COUNCIL UNDER SECTION 8.

IN EXERCISE of the powers vested in him by section 8 of the Trades and Industries (Regulation) Ordinance, the High Commissioner in Council is pleased to order and it is hereby ordered that the following addition shall be made to the list of classified trades appearing under Class IIA of the Schedule to the said Ordinance :— Cap. 143.

	Fee payable for licence. Mils
"Establishments for the sale or repair of bicycles	500".

J. V. W. SHAW
Clerk to the Executive Council.

14th August, 1937.
(O/73/37)

MUNICIPAL CORPORATION ORDINANCE, 1934.

MUNICIPAL CORPORATION OF JERUSALEM.

NOTICE.

IN EXERCISE of the powers vested in him by section 51(3)(b) of the Municipal Corporations Ordinance, 1934, as enacted in section 3 of the Municipal Corporations (Amendment) Ordinance, 1935, the High Commissioner has been pleased to nominate the undermentioned Deputy Mayor of the Municipal Corporation of Jerusalem as the person who shall perform the duties assigned to the Mayor of the Municipal Corporation of Jerusalem, with effect from the 9th August, 1937, until further notice.

MR. DANIEL AUSTER.

By His Excellency's Command,

W. D. BATTERSHILL
Chief Secretary.

11th August, 1937.
(G/5/34)

MUNICIPAL CORPORATIONS ORDINANCE, 1934-35.

MUNICIPAL CORPORATION OF ACRE.

NOTICE.

IN EXERCISE of the powers vested in him by sub-section (1) of section 51 of the Municipal Corporations Ordinance, 1934, as enacted in section 3 of the Municipal Corporations (Amendment) Ordinance, 1935, the High Commissioner has been pleased to appoint the undermentioned councillor to be Deputy Mayor of the Municipal Council of Acre, with effect from the 7th August, 1937, until further notice :

MUHAMMAD EFF. QASIM ES SALIM.

By His Excellency's Command.

W. D. BATTERSHILL
Chief Secretary.

13th August, 1937.
(G/41/31)

POLICE ORDINANCE.

RULES MADE BY THE HIGH COMMISSIONER IN COUNCIL UNDER SECTION 50(1)(f).

Cap. 112.

IN EXERCISE of the powers vested in him by section 50(1)(f) of the Police Ordinance, the High Commissioner in Council has made the following rules :—

Citation.

1. These rules may be cited as the Police (Lost Property) (Amendment) Rules, 1937, and shall be read as one with the Police (Lost Property) Rules, hereinafter referred to as the principal rules.

Insertion of new rules in the principal rules.

2. The following rule shall be inserted in the principal rules as rule 6A :—

"Bicycles.

6A. If the property consists of bicycles, they shall be retained by the police for a period of one month and if the owner has not been traced on the expiration of this period, they shall be sold and the net proceeds of the sale shall be disposed of in the manner prescribed in rules 4 and 5."

J. V. W. SHAW
Clerk to the Executive Council.

13th August, 1937.
(O/276/37)

POLICE ORDINANCE.

APPOINTMENT BY THE ACTING INSPECTOR-GENERAL, PALESTINE POLICE FORCE AND PRISONS SERVICE.

IN EXERCISE of the powers deputed to me by the High Commissioner by notice under section 22 of the Interpretation Ordinance, published in the Gazette of the 26th April, 1934, I hereby appoint Temporary British Inspector W. E. CONOLLY to exercise the powers of a Superior Police Officer specified in section 17 of the Police Ordinance, whilst employed as British Inspector in charge, Nazareth Division.

H. P. RICE
Acting Inspector-General.

7th August, 1937.

ORTHODOX PATRIARCHATE ORDINANCE, 1928.

NOTICE OF APPOINTMENT.

IN EXERCISE of the powers vested in it by section 14 (1) of the Orthodox Patriarchate Ordinance, 1928, the Commission on the Finances of the Orthodox Patriarchate of Jerusalem, has appointed MR. A. G. ANTIPPA, M.B.E., Chief Clerk, Secretariat, to act as Secretary to the Commission, during the absence of MR. A. C. WHITFIELD from Palestine on leave, with effect from the 14th August, 1937, until further notice.

S. MOODY
Acting Chairman,
Commission on the Finances of
The Orthodox Patriarchate of
Jerusalem.

14th August, 1937.
(B/15/37)

PRESS ORDINANCE.

ORDER IN COUNCIL UNDER SECTION 20(1).

IN EXERCISE of the powers vested in him by sub-section (1) of section 20 of the Press Ordinance, the High Commissioner in Council is pleased to order and it is hereby ordered as follows :—

1. This Order may be cited as the Exclusion of Foreign Newspapers (No. 12) Order in Council, 1937.

2. All copies of the newspaper entitled 'Al Difa'a', published in Baghdad on or after the fourteenth day of August, 1937, for a period of six months shall be excluded from Palestine.

J. V. W. SHAW
Clerk to the Executive Council.

14th August, 1937.
(CF/347/37)

PRESS ORDINANCE.

NOTICE OF GRANT OF A PERMIT TO PUBLISH A NEWSPAPER.

NOTICE IS HEREBY GIVEN that a permit No. S/117 has been granted on the 26th day of July, 1937, under the hand of the District Commissioner, Southern District, to Dr. Arthur Rosenblatt, residing at 48, Lilienblum Street, Tel-Aviv, to publish once a month at the "Palestine Publishing Co. Ltd." Printing Press, situated at 45, Sheinkin Street, Tel Aviv, a newspaper in the Hebrew language, entitled "Hama'on", treating of economics and under the editorship of DR. ARTHUR ROSENBLATT.

Dated this 12th day of August, 1937.

W. D. BATTERSHILL
Chief Secretary.

(K/64/33)

PRESS ORDINANCE.

NOTICE OF GRANT OF A PERMIT TO KEEP A PRINTING PRESS.

NOTICE IS HEREBY GIVEN that a permit No. 8/140 has been granted on the 19th day of July, 1937, under the hand of the District Commissioner, Southern District, to MRS. SHOSHANA LOKOWITZKY, residing at 12, Joseph Israel Street, Tel Aviv, to keep a printing press situated at 26, Hakishon Street, Tel Aviv, and known as the "Yahalom" Printing Press.

Dated this 12th day of August, 1937.

W. D. BATTERSHILL.
Chief Secretary.

(K/64/33)

PRESS ORDINANCE.

NOTICE OF GRANT OF A PERMIT TO KEEP A PRINTING PRESS.

NOTICE IS HEREBY GIVEN that a permit No. S/141 has been granted on the 26th day of July, 1937, under the hand of the District Commissioner, Southern District, to MR. RAPHAEL LEVY, residing at Jaffa, to keep a printing press situated at 68, Allenby Road, Tel Aviv, and known as the Levy Printing Press.

Dated this 12th day of August, 1937.

W. D. BATTERSHILL
Chief Secretary.

(K/64/33)

PRESS ORDINANCE.

Notice of Grant of a Permit to keep a Printing Press.

Notice is hereby given that a permit No. S/142 has been granted on the 26th day of July, 1937, under the hand of the District Commissioner, Southern District, to Mr. Yakov Koen, residing at Hovevei Tsiyon Street, House of Mazal Behar, Petah Tikva, to keep a printing press situated at Hovevei Tsiyon Street, House of Mazal Behar, Petah Tikva, and known as the Koen Printing Press.

Dated this 12th day of August, 1937.

W. D. BATTERSHILL
Chief Secretary.

(K/64/33)

URBAN PROPERTY TAX ORDINANCE.

Revision of Assessment on Account of the Year 1938-39.

Notice.

1. The public are hereby notified that revision of assessment under section 18 of the Urban Property Tax Ordinance wil commence in the Urban Area of Jerusalem on the 1st September, 1937.

2. Applications for revision should be submitted not later than the fifteenth October, 1937, on the prescribed form (CL/19), obtainable at the District or Municipal Offices of the said area.

Applications not submitted by the date specified above will not be considered.

3. The Revision Committee will make a fresh valuation :—

(*a*) When any building, not included in the existing valuation list, has been completed since that list was made, or any property required to be added to the valuation list;

(*b*) When it is claimed by a tax-payer that his property has been destroyed or sustained damage, or that its net annual value has been decreased by 20% or more since the last assessment appearing in the valuation list now in force;

(*c*) When it is claimed by the Revenue Authorities that the net annual value of the property has been increased by 20% or more since the last assessment appearing in the valuation list now in force;

(*d*) When property included in the valuation list now in force has been divided or partitioned since the assessment made as per the said valuation list.

4. The pocedure for revision will be the same as for assessment.

G. MacLAREN
District Commissioner, Jerusalem District.

9th August, 1937.
(Gaz/24/36)

URBAN PROPERTY TAX ORDINANCE.

Revision of Assessment on Account of the Year 1938/39.

Notice.

The public are hereby notified that revision of assessment for the year 1938-39, under section 18 of the Urban Property Tax Ordinance, commenced in the Tel Aviv urban area on the 1st August, 1937.

Applications for revision should be submitted on the prescribed form (CL/19) obtainable at the District Offices, Tel Aviv, and at the offices of the Municipality of Tel Aviv, not later than the 30th September, 1937.

Applications not submitted by the date specified above will not be considered.

The procedure for revision will be the same as for assessment.

The Revision Committee will make a fresh valuation :—

(*a*) When any building, not included in the existing valuation list for 1937/38, has been completed since the list was made;

(*b*) When it is claimed by a tax-payer that his property has been destroyed or sustained damage, or that its net annual value has been decreased by not less than 20% since the last assessment;

(*c*) When it is claimed by the Revenue Authorities that the net annual value of the property has increased by not less than 20%;

(*d*) When property included in the valuation list has been divided or partitioned or any addition has been made to any building forming part of such property since the last assessment.

The notice dated the 8th July, 1937, published on page 646 of Palestine Gazette No. 704 of the 15th July, 1937, is hereby cancelled.

J. H. H. POLLOCK
Acting District Commissioner,
Southern District.

9th August, 1937.
(Gaz/24/36)

TOWN PLANNING ORDINANCE, 1936.

Notice of Provisionally Approved Scheme, Southern District.

Notice is hereby given in accordance with section 16(1) of the Town Planning Ordinance, 1936, that the town planning scheme within the Town Planning Area of Tel Aviv, known as Scheme No.46 — Widening of Hashouk Street for car parking accommodation, has been provisionally approved by the District Building and Town Planning Commission, Southern District, and deposited together with

the relative plans at the Municipal Offices, Tel Aviv, where they may be inspected by any person interested between the hours of 8 and 10 a.m. daily.

The boundaries of the scheme are as follows :—

North : Along the northern boundary of parcel 23 of block 6925, thence along Gat Rimon Street to the western boundary of parcel 48 of block 6925;

East : Along the centre of Herzl Street;

South : Along the southern boundary of parcel 22 of block 6931, crossing Hamashbir Street, thence along the southern boundary of parcels 3 and 10 of block 6931;

West : Along the western boundary of parcel 48 of block 6925, crossing Jaffa-Tel Aviv Road, thence along the western boundaries of parcels 11, 24, 23 and 22 of block 6931.

Any person interested as owner or otherwise in the land, buildings or other property affected by the scheme may lodge an objection thereto with the Local Building and Town Planning Commission at the Municipal Offices, Tel Aviv, within two months from the date of publication of this notice in the Palestine Gazette.

J. H. H. POLLOCK
Acting Chairman,
Southern District Building and Town Planning Commission.

6th August 1937.
(Z/186/37)

TOWN PLANNING ORDINANCE, 1936.

Notice of Provisionally Approved Scheme, Southern District.

Notice is hereby given in accordance with section 16(1) of the Town Planning Ordinance, 1936, that the town planning scheme within the Town Planning Area of Tel Aviv, known as Scheme No. 48 — Opening of a pedestrian passage between Allenby Street and Nahlath Binyamin Street — has been provisionally approved by the District Building and Town Planning Commission, Southern District, and deposited together with the relative plans at the Municipal Offices, Tel Aviv, where they may be inspected by any person interested between the hours of 8 and 10 a.m. daily.

The boundaries of the scheme are as follows :—

North : Along the northern boundary of the Palestine Railways, thence along the eastern boundaries of parcels 86 and 84 of block 6921, thence along the northern boundaries of parcels 81-84 of block 6921, crossing Allenby road to parcel 58 of block 6937;

East : Along the eastern boundary of parcel 27 of block 6925, crossing the Palestine Railways;

South : Along the southern boundaries of parcel 114 of block 6940, and of parcels 100, 72, 84, 59, and 27 of block 6925, crossing Allenby Road, Hagesher Street and Nahlath Binyamin Street;

West : Crossing the parcel 58 of block 6937, Palestine Railways and thence along the western boundary of parcel 114 of block 6940.

Any person interested as owner or otherwise in the land, buildings or other property affected by the scheme may lodge an objection thereto with the Local Building and Town Planning Commission at the Municipal Offices, Tel Aviv, within two months from the date of the publication of this notice in the Palestine Gazette.

J. H. H. POLLOCK
Acting Chairman.
Southern District Building and Town Planning Commission.

6th August, 1937.
(Z/189/37)

TOWN PLANNING ORDINANCE, 1936.

Notice of Final Approval of a Town Planning Scheme by the High Commissioner.

Whereas a scheme within the Town Planning Area of Jerusalem, known as Scheme No. 472 — Modification in Alignment and Zoning, Agrippa's Way, West Central Area Town Planning Scheme, was provisionally approved by the Jerusalem District Building and Town Planning Commission and notice of the deposit of the scheme at the Municipal Offices, Jerusalem, was published in the Palestine Gazette No. 678, dated the 1st April, 1937;

And whereas no objections have been lodged against the scheme and the Jerusalem District Building and Town Planning Commission has applied to the High Commissioner for authority to put the scheme into force;

And whereas the scheme with the plans annexed have been produced to the High Commissioner and signed by him;

Now, therefore, it is hereby notified in accordance with section 18(2) of the Town Planning Ordinance, 1936, that the High Commissioner has approved the scheme and the plans and the scheme will come into force fifteen days after the publication of this notice in the Palestine Gazette, and notice is hereby given that the scheme and the plans have been deposited and are open for inspection at the Municipal Offices, Jerusalem.

W. D. BATTERSHILL
Chief Secretary.

15th July, 1937.
(Z/71/37)

TOWN PLANNING ORDINANCE, 1936.

Notice of Final Approval of a Parcellation Scheme.
Northern District.

Whereas a parcellation scheme within the Town Planning Area of Nathanya, known as Scheme No. 114—Nathanya Central, was provisionally approved by the Northern District Building and Town Planning Commission and notice of the deposit of the scheme at the Municipal Offices, Nathanya, was published in the Palestine Gazette No. 669 dated the 25th February, 1937;

And whereas the objections lodged against the scheme have been considered by the Northern District Building and Town Planning Commission;

And whereas the scheme with the plans annexed have been produced to the Chairman, Northern District Building and Town Planning Commission, and signed by him on behalf of the said Commission;

Now, therefore, it is hereby notified in accordance with section 20(6) of the Town Planning Ordinance, 1936, that the Northern District Building and Town Planning Commission have approved the scheme and the plans and the scheme will come into force fifteen days after the publication of this notice in the Palestine Gazette, and notice is hereby given that the scheme and the plans have been deposited and are open for inspection at the Municipal Offices, Nathanya.

E. KEITH-ROACH
Chairman,
Northern District Building and Tonw Planning Commission.

10th August, 1937.
(Z/40/37)

LAND (SETTLEMENT OF TITLE) ORDINANCE.

Parcellation Acceptance Notice.

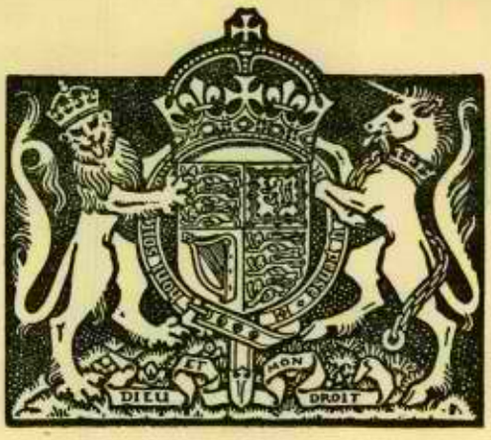
In exercise of the powers vested in me by section 23 of the Land (Settlement of Title) Ordinance, I hereby give notice that I have approved and accepted the parcellation of the masha' lands in the village of Beit Tima, in the sub-district of Gaza, comprised within the registration blocks Nos. 1354-1372, 1373, excepting parcels Nos. 43-89; 1374, excepting parcels Nos. 33-42; 1375, excepting parcels Nos. 11—45; 1376, excepting parcels Nos. 8—10, 17—19; 1377—1381 and 1384, excepting parcels Nos. 42—46, and registered in the existing Land Registers as owned in individual shares and actually held in common and formerly distributed periodically among the inhabitants of the village or a section thereof or among other persons, without prejudice to any rights in the parcels resulting from the said parcellation.

Any person claiming an interest in the said lands of the village of Beit Tima should submit his claim in accordance with the provisions of the Land (Settlement of Title) Ordinance, if he has not already done so.

G. F. SULMAN
Settlement Officer,
Gaza Settlement Area.

3rd August, 1937
(Gaz/11/36)

Jordan Ford



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AGRICULTURAL SUPPLEMENT FOR THE MONTH OF AUGUST, 1937

NOTICE.

The following DRAFT ORDINANCE is made public prior to enactment in accordance with Article 17 (1) (d) of the Palestine Order in Council, 1922, as amended by Article 3 of the Palestine (Amendment) Order in Council, 1923.

A. L. KIRKBRIDE
Clerk to the Advisory Council.

2nd August, 1937.
(C/94/31)

DRAFT.

AN ORDINANCE TO AMEND THE TOBACCO ORDINANCE.

BE IT ENACTED by the High Commissioner for Palestine, with the advice of the Advisory Council thereof :—

1. This Ordinance may be cited as the Tobacco (Amendment) Ordinance, 1937, and shall be read as one with the Tobacco Ordinance, hereinafter referred to as the principal Ordinance. Short title. Cap. 141.

2. Section 4 of the principal Ordinance shall be amended by the insertion of the words "may be uprooted by an officer of Excise and" between the words "of this section" and "shall be deemed" appearing in sub-section (5) thereof. Amendment of section 4 of the principal Ordinance.

3. Section 6 of the principal Ordinance shall be amended — Amendment of section 6 of the principal Ordinance.

(*a*) by the deletion from sub-section (4) thereof of the words "in the presence of an officer of Excise" and the substitution of the words "by an officer of Excise in the presence of the grower" therefor; and

(*b*) by the addition at the end of sub-section (5) thereof of the following words :—

"and the grower shall sign the counterfoil of such certificate as an acceptance by the grower of the correctness of the weight shown in the certificate : thereafter such counterfoil shall be sufficient evidence of the weight of the tobacco appearing therein."

4. Section 7 of the principal Ordinance shall be amended by the deletion of sub-section (2) thereof (as enacted in the Revised Edition of the Laws (Revision) Ordinance, 1937) and the substitution of the following sub-section in the place thereof :— Amendment of section 7 of the principal Ordinance. No. 1 of 1937.

"(2) If —

(*a*) all or any part of his tobacco is lost or destroyed before being registered, or

(*b*) all or any of his growing tobacco be for any reason uprooted or abandoned,

otherwise than by an officer of Excise acting under section 4(5) of this Ordinance, the grower shall forthwith give notice to the Excise authority who shall take measures for the requisite examination and verification."

5. Section 39 of the principal Ordinance shall be amended by the addition thereto of the following sub-section, as sub-section (6) :— Amendment of section 39 of the principal Ordinance.

"(6) If, in any proceeding under this Ordinance in respect of any tobacco found deficient or excessive, a dispute shall arise as to the accuracy of weights, the burden of proof thereof shall be upon the defendant."

OBJECTS AND REASONS.

This Ordinance amends the principal Ordinance so as to empower officers of Excise to uproot tobacco planted without a licence. It further provides that where a stock of tobacco has been weighed by an officer of Excise for the purpose of registration, the certificate of weight shall be countersigned by the grower, and that the burden of disputing its correctness subsequently will lie upon the grower.

W. J. FITZGERALD.
Attorney-General

2nd August, 1937.
(C/94/31)

NOTICE.

The following DRAFT ORDINANCE is made public prior to enactment in accordance with Article 17 (1) (d) of the Palestine Order in Council, 1922, as amended by Article 3 of the Palestine (Amendment) Order in Council, 1923.

A. L. KIRKBRIDE
Clerk to the Advisory Council.

4th August, 1937.
(J/22/36)

DRAFT.

AN ORDINANCE TO AMEND THE CIVIL TRIAL OF MEMBERS OF THE FORCES ORDINANCE.

BE IT ENACTED by the High Commissioner for Palestine, with the advice of the Advisory Council thereof :—

Short title.

1. This Ordinance may be cited as the Civil Trial of Members of the Forces (Amendment) Ordinance, 1937, and shall be read as one with the Civil Trial of Members of the Forces Ordinance, hereinafter referred to as the principal Ordinance:

Cap. 19.

Substitution of new section for section 2 of the principal Ordinance.

2. Section 2 of the principal Ordinance shall be repealed and the following section substituted therefor :—

"Interpretation.

2. In this Ordinance the expression "member of the forces" means any person subject to the Naval Discipline Act, the Army Act or the Air Force Act of the United Kingdom or the corresponding Acts or Ordinances of any other part of His Majesty's dominions, who is stationed with or attached to such part of His Majesty's Forces as may be serving in Palestine or any of His Majesty's ships in Palestinian waters."

Amendment of section 3 of the principal Ordinance.

3. Section 3 of the principal Ordinance shall be amended by the insertion of the words ", unless the holding thereof has been precluded in accordance with the provisions of section 6 of this Ordinance", between the words "preliminary investigation" and the words "shall be held", appearing therein.

Substitution of new section for section 6 of the principal Ordinance.

4. Section 6 of the principal Ordinance shall be repealed and the following section substituted therefor :—

"Trial by Court Martial or sumarily.

6. If an offence (including any of the offences set out in section 3 of this Ordinance) with which a member of the forces is charged is one triable by court martial, and the officer commanding the force or ship in which the member of the forces is serving elects, at any time before the trial has commenced before the civil court, to cause the accused to be dealt with under the provisions of any of the Acts or Ordinances referred to in section 2 to which he may be subject, no proceedings in respect of the same offence shall be taken before the civil court, and if such officer so elects at any time before the commencement of a preliminary investigation of the charge in respect of such offence by a magistrate, no such preliminary investigation shall be held."

Amendment of section 8 of the principal Ordinance.

5. Section 8 of the principal Ordinance shall be amended by the repeal of sub-section (1) thereof and the substitution of the following sub-section therefor :—

"(1) Where a warrant is issued for the arrest of a member of the forces charged with a crime triable by a civil court,

it shall be addressed to the officer in command of the ship or unit to which the member of the forces belongs or is attached, and shall be executed by him unless the officer referred to in section 6 of this Ordinance shall, before the date of the return of the warrant, elect to act as in that section provided."

Amendment of section 10 of the principal Ordinance.

6. Section 10 of the principal Ordinance shall be amended by the deletion of the words —

"Section 144 of the Air Force Act, section 144 of the Army Act, and sections 119 and 120 of the Indian Army Act, according as he may be subject to one or other of these Acts.",

appearing therein, and the substitution of the following words therefor :—

"sections 97 and 98 of the Naval Discipline Act, section 144 of the Army Act, section 144 of the Air Force Act, and in the corresponding provisions of any corresponding Acts or Ordinances of any other part of His Majesty's dominions, according as he may be subject to one or other of these Acts or Ordinances."

OBJECTS AND REASONS.

The Civil Trial of Members of the Forces Ordinance makes provision for the trial in the civil courts of Palestine, of members of His Majesty's fighting forces serving in Palestine and subject to the Air Force or Army or Indian Army Act, but its provisions do not apply to His Majesty's naval forces. This Ordinance amends the principal Ordinance by extending its provisions to cover members of the fighting forces serving in His Majesty's ships in Palestine waters and subject to the Naval Discipline Act.

2. The Ordinance also removes an ambiguity in section 3 of the principal Ordinance which, when read in conjunction with section 6, was open to the construction that a preliminary inquiry by a British magistrate into a charge was necessary even where the officer in command of the forces concerned had elected under section 6 to try the charge by court martial. It is now made clear that though a preliminary inquiry, if it is held at all, must be before a British magistrate, yet where, before a preliminary inquiry has begun, election has been made under section 6 to try the charge by court martial, the inquiry shall be dispensed with.

3. The Ordinance also contains a number of minor amendments.

W. J. FITZGERALD
Attorney-General.

4th August, 1937.
(J/22/36)

NOTICES OF ENACTMENT.

I.

The Safeguarding of Public Water Supplies Ordinance, No. 17 of 1937, which was published as a bill in Gazette No. 591 of the 7th May, 1936, (pages 545-547) has been enacted in the form shown in Supplement No. 1 which forms part of this Gazette and was signed by the High Commissioner on the 19th day of August, 1937.

A. L. KIRKBRIDE
Clerk to the Advisory Council.

19th August, 1937.
G/73/35)

II.

The Intoxicating Liquors (Manufacture and Sale) (Amendment) Ordinance (No. 2), No. 18 of 1937, which was published as a bill in Gazette No. 701 of the 24th June, 1937, (page 625) has been enacted in the form shown in Supplement No. 1 which forms part of this Gazette and was signed by the High Commissioner on the 19th day of August, 1937.

A. L. KIRKBRIDE
Clerk to the Advisory Council.

19th August, 1937.
(C/79/36)

III.

The Medical Practitioners (Amendment) Ordinance, No. 19 of 1937, which was published as a bill in Gazette No. 679 of the 8th April, 1937, (pages 325-326) has been enacted in the form shown in Supplement No. 1 which forms part of this Gazette and was signed by the High Commissioner on the 19th day of August, 1937.

A. L. KIRKBRIDE
Clerk to the Advisory Council.

19th August, 1937.
(M/65/36)

IV.

The Land Transfer (Amendment) Ordinance, No. 20 of 1937, which was published as a bill in Gazette No. 690 of the 13th May, 1937, (page 478) has been enacted in the form shown in Supplement No. 1 which forms part of this Gazette and was signed by the High Commissioner on the 19th day of August, 1937.

A. L. KIRKBRIDE
Clerk to the Advisory Council.

19th August, 1937.
(CF/41/37)

V.

The Merchant Shipping (Wireless Telegraphy) Ordinance, No. 21 of 1937, which was published as a bill in Gazette No. 679 of the 8th April, 1937, (pages 323-324) has been enacted in the form shown in Supplement No. 1 which forms part of this Gazette and was signed by the High Commissioner on the 19th day of August, 1937.

A. L. KIRKBRIDE
Clerk to the Advisory Council

19th August, 1937.
(P/25/35)

VI.

The Explosives Ordinance, No. 22 of 1937, which was published as a bill in Gazette No. 692 of the 20th May, 1937, (pages 495-496) has been enacted in the form shown in Supplement No. 1 which forms part of this Gazette and was signed by the High Commissioner on the 19th day of August, 1937.

A. L. KIRKBRIDE
Clerk to the Advisory Council.

19th August, 1937.
(CF/113/36)

VII.

The Dead Sea Concession Ordinance, No. 23 of 1937, which was published as a bill in Gazette No. 667 of the 18th February, 1937, (pages 149-163) has been enacted in the form shown in Supplement No. 1 which forms part of this Gazette and was signed by the High Commissioner on the 19th day of August, 1937.

A. L. KIRKBRIDE
Clerk to the Advisory Council.

19th August, 1937.
(CF/472/36)

APPOINTMENTS, ETC.

Acting Appointments.

The High Commissioner has appointed:—

Mr. H. V. Rose, Mechanical Foreman, Grade L, Department of Public Works, to act as Mechanical Engineer, Grade K, with effect from the 27th August, 1936, until further order.

Mr. S. Gottlieb, Electrical Foreman, Department of Public Works, to act as Electrical Engineer, Grade H, with effect from the 30th May, 1937, until further order.

Mr. E. Haimson, Clerk, Grade M, Police Force and Prisons Service, to act as Paymaster, Grade K, from the 16th August to the 15th September, 1937, inclusive.

Mr. J. Gedeon, Frontier Control Officer, Grade N, Department of Migration, to act as Inspector of Migration, Grade K, from the 4th August to the 11th September, 1937, inclusive.

Mr. M. Menassa, Supervisor, Grade M, Department of Migration, to act as Inspector of Migration, Grade K, from the 12th September to the 21st November, 1937, inclusive.

Mr. N. Meerovitz, Relieving Officer, Grade N, Department of Migration, to act as Inspector of Migration, Grade K, from the 2nd August, to the 31st October, 1937, inclusive.

Mr. I. Chalutz, Supervisor, Grade N, Department of Migration, to act as Assistant Commissioner for Migration, Grade H, from the 2nd to the 5th August, 1937, inclusive.

Termination of Acting Appointment.

The High Commissioner directs it to be notified for general information that the acting appointment of Miss. A. M. Hunter, British Nursing Sister, Department of Health, published in Palestine Gazette No. 694 of the 27th May, 1937, ceased with effect from the 10th August, 1937.

LEAVE.

The High Commissioner has approved the leave of the following officers:—

Name of Officer	*Appointment and Department*	*Vacation leave granted*	*Date of Departure.*
		days	
TAHER EFF. AFGHANI	Magistrate, Judicial	30	7.7.37
RAFIQ EFF. ABU GHAZALEH	Senior Magistrate, Judicial	42	1.8.37
MR. PHILIP KORNGRUN	Magistrate, Judicial	31	1.8.37
MR. R. F. TOWNSEND	Assistant Superintendent (acting), Police Force and Prisons Service	148	5.8.37
IHSAN EFF. ES SAID	Assistant Settlement Officer, Lands and Surveys	11	9.8.37
DR. K. KESHESHIAN	Medical Officer, Health	31	9.8.37
DR. ADIB HADDAD	Medical Officer, Health	31	9.8.37
NAZMI EFF. ANABTAWI	Administrative Officer, District Administration, Southern District	42	9.8.37
MOHD. EFF. BARADAY	Senior Magistrate, Judicial	34	10.8.37
MR. A. MACKAY	Port Mechanical Superintendent, Customs, Excise and Trade	84	15.8.37
MR. A. H. LEEVES	Assistant Superintendent (acting), Police Force and Prisons Service	144	15.8.37
MR. A. N. LAW, M.C.	Asst. Secretary, Secretariat	128	17.8.37

NOTICE.

The undermentioned nurses have completed a three years' course of training and successfully passed the final examination in nursing prescribed by Government regulations, and their names have been entered in the Government Register of Graduate Nurses on the dates shown against their names, in virtue whereof they are entitled to all rights and privileges of graduate nurses in Palestine.

Name of Nurse	*Name of Training School*	*Date of Government Registration*
Alice Mikhalian	Government Hospital, Jerusalem	5.6.37
Abla Yacoub	Government Hospital, Jerusalem	5.6.37
Nechama Segal	Government Hospital, Jerusalem	5.6.37
Ashken O. Halaby	Government Hospital, Jerusalem	5.6.37
Zahieh Fawal	Government Hospital, Jerusalem	5.6.37
Emily Khawaja	Government Hospital, Jerusalem	5.6.37
Miladeh Fawal	Government Hospital, Jerusalem	5.6.37
Sara Kerner	Government Hospital, Haifa	5.6.37
Rifka Cohen	Government Hospital, Haifa	5.6.37
Dora Bishara	Scots Hospital, Tiberias	12.6.37
Violette Khoury	Scots Hospital, Tiberias	12.6.37
Sumia Y. Morkus	Scots Hospital, Tiberias	26.6.37
Arpine Vehounie	C.M.S. Hospital, Jaffa	15.7.37
Hananie Mushantif	C.M.S. Hospital, Jaffa	15.7.37
Senoriq Bedrossian	C.M.S. Hospital, Jaffa	15.7.37
Lydia Ashkar Abboud	E.M.M.S. Hospital, Nazareth	31.7.37
Faheeme Hayek	C.M.S. Hospital, Gaza	5.8.37.

G. W. HERON
Director of Medical Services.

8th August, 1937.

NOTICE.

SALE OF STATE DOMAIN IN SAFAD TOWN, SAFAD SUB-DISTRICT.

Notice is hereby given of the sale by auction of a plot of State owned land situated in Safad Town in Safad Sub-District.

The property, which is registered in the Safad Land Registry under Volume 9, Folio 104, consists of a half share in a parcel of plain miri land in the Jewish Quarter and extends to 2 dunums 800 square metres more or less.

The outbidding list will be open at the District Offices, Safad, from 9 a.m. on Monday, the 2nd August, 1937, until 12 noon on Monday, the 30th August, 1937, unless extended.

Particulars may be obtained from the District Officer, Safad, and the Commissioner for Lands and Surveys, Jerusalem.

2nd August, 1937.

(L/111/37)

TENDERS.

I.

Department of Posts and Telegraphs.

Notice.

Tenders are invited for the supply of steel channel telephone arms to the Department of Posts and Telegraphs.

2. The price shall include delivery to Engineer, Northern Division, Haifa, and/or Engineer, Western Division, Jaffa, as shown below, and shall be quoted in Palestine currency per arm. Quotations in other currencies will not be considered.

3. Tenderers shall state the period required for delivery from the date on which the tender is awarded.

4. The quantities required are as follows:—

Item No.	*Quantity*	*Specification No.*	*Description*	*To be delivered to*
1	42	P.T.1	Steel Channel arms 8 way for Tubular Poles	Engineer, Western Division, Haifa.
2	47	P.T.1/1	Steel Channel arms 8 way for R.R. Poles	Engineer, Western Division, Haifa.
3	1100	P.T.1/2	Steel Channel arms 8 way for wooden poles, Fig 1 type "A"	Engineer, Western Division, Jaffa.
4	320	P.T.1/2	Steel Channel arms 8 way for wooden poles, Fig 1 type "A"	Engineer, Northern Division, Haifa.
5	110	P.T.1/2	Steel Channel arms 8 way for wooden poles, Fig. 1 type "B"	Engineer, Northern Division, Jaffa.
6	373	P.T.1/2	Steel Channel arms 8 way for wooden poles, Fig. 2 type "A"	Engineer, Northern Division, Jaffa.
7	40	P.T.1/2	Steel Channel arms 8 way for wooden poles, Fig. 2 type "B"	Engineer, Western Division, Jaffa.

5. The arms shall be manufactured from continental mild steel in accordance with the Departmental specifications.

6. Intending tenderers should apply to the Postmaster General, General Post Office, Jerusalem, for the specification, form of tender and envelope. The envelope containing the tender should be plainly marked "Tender for 2032 Steel Telephone Arms".

7. Tenders must be posted in time to reach the Postmaster General, General Post Office, Jerusalem, not later than 10 a.m. on the 13th September, 1937.

8. The Postmaster-General does not bind himself to accept the lowest or any tender.

9. Tenders by telegraph will not be considered.

10th August, 1937.

II.

MUNICIPAL CORPORATION OF JERUSALEM,
WATER SUPPLY DEPARTMENT.

Tenderers are invited to quote their prices for excavations and laying of different water pipes along the roads within the Municipal Area of Jerusalem.

Tender forms with specifications, etc., may be obtained from the Water Supply Department, Head Office, Municipality.

Tenders must be delivered in sealed envelopes, marked "Quotations for Excavations and Pipe-Laying", to reach the Municipality on Monday, the 23rd August, 1937, between 11 a.m. and 12 noon.

The Municipal Corporation does not bind itself to accept the lowest or any tender.

H. KHALIDI
Mayor of Jerusalem.

(G/22/37)

III.

MUNICIPAL CORPORATION OF JERUSALEM,
WATER SUPPLY DEPARTMENT.

Tenderers are invited to quote their prices for dismantling, removal and transport of the undermentioned pipes to the Jerusalem Water Supply Stores, Jerusalem.

Wadi Kelt — Ain Farah No. 1.

1000 metres of 8" Menesmann with socket and spigot ends

600 metres of 6" Victaulic

7000 metres of 6" Menesmann with socket and spigot ends

2000 metres of 5" screwed pipes.

Arroub — Bethlehem.

15000 metres of 6" screwed pipes.

Further particulars may be obtained from the Water Supply Department, Head Office, Municipality.

Tenders must be delivered in sealed envelopes, marked "Quotation for Removal of Water Mains", to reach the Municipality on Monday, the 23rd August, 1937, between 11 a.m. and 12 noon.

The Municipal Corporation does not bind itself to accept the lowest or any tender.

H. KHALIDI
Mayor of Jerusalem.

(G/22/37)

IV.

MUNICIPAL CORPORATION OF JERUSALEM,
WATER SUPPLY DEPARTMENT.

Tenders are invited for the purchase of about 3000 water meters of different types and sizes, at present lying in the Stores of the Jerusalem Water Supply Department, where they may be examined daily from 10 a.m. to 1 p.m.

The quantities and sizes of water meters in stock are as follows:—

607 ½" water meters
1393 ¾" water meters
1140 ¾" water meters

Bids should be submitted in sealed envelopes, marked "Purchase of Water Meters", and should reach the Municipality on Monday the 23rd August, 1937, between 11 a.m. and 12 noon.

The Municipal Corporation does not bind itself to accept the highest or any tender.

H. KHALIDI
Mayor of Jerusalem.

(G/22/37)

V.

HAIFA MUNICIPALITY.

Tenders are invited for the construction of public latrines on Hidjaz Street, Haifa.

A set of plans together with copies of specifications, bill of quantities, conditions of contract, instructions to tenderers and form of tender may be obtained from the Town Clerk's Office, Haifa, as from the 15th August, 1937, between the hours of 10 a.m. and 1 p.m. daily, except Sundays, against a deposit of LP.5.- which will be returned upon receipt of a bona fide tender with all plans and other documents.

Tenders must be delivered at the office of the Town Clerk, Haifa, before 12 noon on Wednesday, the 15th September, 1937, in sealed envelopes which will be supplied to all tenderers.

D. HACOHEN
Acting Chairman,
Municipal Commission.

5th August, 1937.
(G/22/37)

ADJUDICATION OF CONTRACT.

The contract for the electrical installation of the New Government Hospital at Haifa has been awarded to MR. J. WEINSHAHL at £P.2,869.348 mils.

CITATIONS.

I.

IN THE DISTRICT COURT OF JERUSALEM.

In the matter of the succession of ABRAHAM BASRAWI of Jerusalem, deceased.

Petitioner: ELIAHU BASRAWI, son of the said deceased.

Let all persons take notice that ELIAHU BASRAWI, son of the deceased, has applied to the District Court of Jerusalem for an order declaring the succession to ABRAHAM BASRAWI of

Jerusalem, deceased, and that the said application will be heard at the District Court of Jerusalem on the 24th day of September, 1937, at 9 a.m.

All persons claiming any interest must appear at the said place and time, otherwise such order will be made as to the Court seems right.

Dated this 31st day of July, 1937.

D. SHAMI
Chief Clerk,
District Court, Jerusalem.

II.

IN THE DISTRICT COURT OF JERUSALEM.

In the matter of the succession of MOSES MORDECAI HYAM ELIAS of Jerusalem, deceased.

Petitioner: AZIZA ELIAS, widow of the said deceased.

Let all persons take notice that AZIZA ELIAS, widow of the deceased, has applied to the District Court of Jerusalem for an order declaring the succession of MOSES MORDECAI HYAM ELIAS of Jerusalem, deceased, and that the said application will be heard at the District Court of Jerusalem on the 24th day of September, 1937, at 9 a.m.

All persons claiming any interest must appear at the said place and time, otherwise such order will be made as to the Court seems right.

Dated this 31st day of July, 1937.

D. SHAMI
Chief Clerk,
District Court, Jerusalem.

III.

IN THE DISTRICT COURT OF JERUSALEM.

In the matter of an application by AZIZA ELIAS and MORDECAI HYAM ELIAS, of Jerusalem, for their appointment as joint guardians over the children of MOSES MORDECAI HYAM ELIAS, deceased.

In virtue of an order of the District Court of Jerusalem, bearing date this 31st July, 1937, I do hereby cite all and all manner of persons to appear in the said Court within ten days from the date of publication hereof, and show cause, if any they have, why an order of guardianship should not be issued appointing AZIZA ELIAS and MORDECAI HYAM ELIAS as guardians over the children of MOSES MORDECAI HYAM ELIAS, deceased:

1. JUDAH M. ELIAS (son);
2. LULOO M. ELIAS (daughter);
3. SARA M. ELIAS (daughter);
4. ELIAS ELIAS (son);
5. HABIBA ELIAS (daughter);
6. FLORA ELIAS (daughter);
7. EZRA ELIAS (son),

in accordance with the petition filed in the said Court.

Dated this 3rd day of August, 1937.

D. SHAMI
Chief Celrk,
District Court, Jerusalem.

IN THE DISTRICT COURT OF HAIFA.

Before: The President (SHERWELL, J.)

In the matter of the Succession Ordinance, (cap. 135.)

and

In the matetr of the estate of OTTO PAUL FISCHER, deceased.

ORDER.

Upon hearing MR. J.S. SHAPIRO, Advocate, Haifa, and MR. ELIAHU MANI, Assistant Chief Interpreter, District Court, Haifa, Joint Provisional Administrators of the estate of OTTO PAUL FISCHER, deceased, of Haifa, appointed as such by an order of this Court dated the 11th June, 1937, and upon a perusal of the report submitted by the said Joint Provisional Administrators; and

Upon reading and hearing the applications of MR. CHARLES FISCHER on his own behalf and on behalf of his brother MR. MARTIN FISCHER of Paris under general power of attorney executed before the British Consul at Paris on the 11th March, 1937, dated the 22nd June, 1937, and the 10th July, 1937, opposing the appointment of MESSRS. J. S. SHAPIRO and E. MANI as administrators of the estate of the said OTTO PAUL FISHER and requesting to appoint JOSEPH EFF. SAHYOUN, Advocate, Haifa, sole administrator of the said estate; and

Upon hearing the application of D. VON OERTZEN, Pastor, Jaffa, alleged to be the custodian of the deceased's last will containing legacies to various institutions therein mentioned and upon hearing MR. GAVIZON, Advocate, Haifa, on behalf of the said PASTOR VON OERTZEN and MR. JOHANNES PROSS, Burgomaster of the German Colony, Haifa, said to represent the interests of the institutions above mentioned;

It is hereby ordered by consent and to avoid any party interested and appearing here being aggrieved that MR. J. S. SHAPIRO and MR. J. GAVIZON and MR. J. SAHYOUN be appointed Joint Provisional Administrators of the estate of OTTO PAUL FISCHER, deceased, and that the order of this Court dated the 11th June, 1937, be amended accordingly; such order is otherwise to operate as originally intended and stated pending final decision in regard to the application for probate by DETWIG VON OERTZEN of Jaffa (Case No. P. R. 43/1937), dated the 15th July, 1937.

Publication to be made in Palestine Gazette and Palestine Post forthwith.

A. GUY SHERWELL
President.

BEERSHEBA MUNICIPAL CORPORATION.

STATEMENT OF ASSETS AND LIABILITIES AS AT THE 31ST MARCH, 1937.

LIABILITIES	*LP. Mils*	ASSETS	*LP. Mils*
Excess of Assets over Liabilities	461.459	Cash in hand	461.459
	461.459		461.459

SURPLUS AND DEFICIT ACCOUNT.

Payments during the year	1591.627	Surplus at 1st April, 1936.	490.073
Surplus as at the 31st March, 1937.	461.459	Receipts during the year	1563.013
	2053.086		2053.086

TAJ EDDIN SHA'TH
Major of Beersheba.

EXAMINED

C. E. de B. BIDEN
Municipal Auditor.

24th May, 1937.
(G/94/37)

BEERSHEBA MUNICIPAL

SUMMARY OF RECEIPTS

RECEIPTS	*Approved Estimates*	*Actual Receipts*	*Over the Estimates*	*Under the Estimates*
	LP.	LP. Mils	LP. Mils	LP. Mils
1. Rates, Taxes, Licences	486	345.752	10.771	151.019
2. Receipts from Specific Services	459	313.162	8.060	153.898
3. Revenue from Municipal Property	325	258.307	—	66.693
4. Miscellaneous	3	1.736	—	1.264
5. Grant-in-Aid	350	350.000	—	—
6. Water Supply	400	294.056	—	105.944
	2,023	1,563.013	18.831	478.818
Surplus at the 1st April, 1936		490.073		
		2,053.086		

24th May, 1937.
(G/94/37)

CORPORATION.

AND PAYMENTS

PAYMENTS	*Approved Estimates*	*Actual Payments*	*Over the Estimates*	*Under the Estimates*
	LP.	LP. Mils	LP. Mils	LP. Mils
1. General Administration	370	362.—	—	8.—
2. Health Services	311	306.574	—	4.426
3. Public Security	180	179.502	—	0.498
4. Public Works	286	302.216	16.216	—
5. Miscellaneous	124	106.269	—	17.731
6. Public Works Extraordinary	285	32.750	—	252.250
7. Water Supply	622	302.316	—	319.684
	2,178	1,591.627	16.216	602.589
		461.459		
Surplus at the 31st March, 1937.		2,053.086		

TAJ EDDIN SHA'TH
Mayor of Beersheba.

Examined.

C. E. de B. BIDEN
Municipal Auditor.

MUNICIPALITY OF GAZA.

Abstract of Estimates, 1937/38.

REVENUE.

Heads of Revenue	Actual Revenue for the year 1935/36	Estimated Revenue for the year 1936/37	Actual Revenue for the year 1936/37	Estimated Revenue for the year 1937/38
	LP. Mils	LP.	LP. Mils	LP.
1. Rates, Licences, Taxes, etc. - -	4258.072	2102	2044.806	4287
2. Fees of Office, Receipts for Specific Services and Reimbursements - -	4646.945	1536	1662.669	4163
3. Revenue from Municipal Property -	1157.645	1155	840.490	1202
4. Interest - - -	—	—	—	—
5. Miscellaneous - - -	90.435	52	23.258	90
Total	10153.097	4845	4571.223	9742
6. Betterment Charges - -	—	—	—	—
7. Grant-in-Aid by Government -	600.000	600	—	750
8. Loan Account - - -	—	—	—	—
9. Water Supply - - -	3314.933	2500	2131.655	3470
Total	3914.933	3100	2131.655	4220
Total Revenue	14068.030	7945	6702.878	13962

EXPENDITURE.

Heads of Expenditure	Actual Expenditure for the year 1935/36	Estimated Expenditure for the year 1936/37	Actual Expenditure for the year 1936/37	Estimated Expenditure for the year 1937/38
	LP. Mils	LP.	LP. Mils	LP.
1. General Administration - -	1204.738	1580	1529.222	1518
2. Pensions and Gratuities - -	54.—	54	54.—	169
3. Health Services - - -	2668.711	2478	2331.333	3151
4. Street Lighting - - -	537.320	500	485.864	600
5. Engineering - - -	192.—	192	192.—	240
6. Public Works Recurrent - -	1347.415	160	156.564	500
7. Amenities - - -	390.328	323	280.249	321
8. Education - - -	636.365	638	602.890	686
9. Miscellaneous - - -	582.424	390	315.930	753
Total Ordinary	7613.301	6315	5948.052	7938
10. Public Works Extraordinary - -	4243.810	550	81.130	4030
11. Loan Account - - -	949.205	940	940.000	850
12. Water Supply - - -	613.686	680	583.070	1013
Total Extraordinary	5806.701	2170	1604.200	5893
Total Expenditure	13420.002	8485	7552.252	13831

(G/119/37)

MUNICIPALITY OF KHAN YUNIS.

Abstract of Estimates, 1937/38.

REVENUE.

Heads of Revenue	Actual Revenue for the year 1935/36	Estimated Revenue for the year 1936/37	Actual Revenue for the year 1936/37	Estimated Revenue for the year 1937/38
	LP. Mils	LP.	LP. Mils	LP. Mils
1. Rates, Licences, Taxes, etc. - -	238.520	270	303.309	408.500
2. Fees of Office, Receipts for Specific Services and Reimbursements - -	613.795	270	263.509	586.625
3. Revenue from Municipal Property -	—	—	—	—
4. Interest - - -	8.195	5	5.025	5.—
5. Miscellaneous - - -	8.250	10	9.945	16.—
Total	868.760	555	581.788	1016.125
6. Betterment Charges - -	—	—	—	—
7. Grant-in-Aid by Government -	200.—	1250	1000.—	1000.—
8. Loan Account - - -	—	—	—	—
9. Water Supply - - -	290.446	290	313.941	467.—
Total	490.446	1540	1313.941	1467.—
Total Revenue	1359.206	2095	1895.729	2483.125

EXPENDITURE.

Heads of Expenditure	Actual Expenditure for the year 1935/36	Estimated Expenditure for the year 1936/37	Actual Expenditure for the year 1936/37	Estimated Expenditure for the year 1937/38
	LP. Mils	LP. Mils	LP. Mils	LP. Mils
1. General Administration - -	261.870	287.500	286.845	278.—
2. Pensions and Gratuities - -	—	—	—	—
3. Health Services - - -	123.783	129.—	128.993	188.—
4. Lighting - - -	94.—	89.—	89.—	104.—
5. Engineering - - -	—	—	—	—
6. Public Works Recurrent - -	313.166	175.—	60.718	175.—
7. Education - - -	29.965	30.—	26.352	30.—
8. Miscellaneous - - -	56.535	39.500	33.192	129.500
Total Ordinary	879.119	750.—	625.100	904.500
9. Public Works Extraordinary - -	274.042	1250.—	1250.—	1059.—
10. Loan Account - - -	—	—	—	—
11. Water Supply - - -	233.381	203.—	202.949	217.—
Total Extraordinary	507.423	1453.—	1452.949	1276.—
Total Expenditure	1386.542	2203.—	2078.049	2180.500

(G/120/37)

PUBLIC NOTICE.

Persons Changing their Names.

The following changes of names have been registered at the office of the Commissioner for Migration and Statistics.

Old Name		*New Name*			
Surname	*Other names*	*Surname*	*Other names*	*Nationality*	*Address*
Agag'an	Mord	Rabi	Mordechay	Afghan	Jerusalem
Agag'an	Chanum	Rabi	Malca	Afghan	Jerusalem
Agag'an	Suleman	Rabi	Shlomo	Afghan	Jerusalem
Agag'an	Esther	Rabi	Esther	Afghan	Jerusalem
Agag'an	Zivia	Rabi	Zivia	Afghan	Jerusalem
Aleksandravicius	Nisonas	Aleksandroni	Nathan	Lithuanian	Miqve Yisrael
Aydels	Izrael Hersz	Adini	Israel Zwi	Polish	Tel Aviv
Aydels	Brandla	Adini	Brandla	Polish	Tel Aviv
Baner	Szymon	Avivi	Shimshon	Palestinian	Mizra
Baner	Sprinca	Avivi	Sabina	Palestinian	Mizra
Baner	No'omi	Avivi	No'omi	Palestinian	Mizra
Bauminger	Joel	Aloni	Joel	Rumanian	Jerusalem
Blass	Hermann	Blass	Zwi	Undefined	Tel Aviv
Blass	Rachela	Blass	Rachel	Undefined	Tel Aviv
Blass	Perl-Gina	Blass	Margalith	Undefined	Tel Aviv
Blass	Ida	Blass	Yehudith	Undefined	Tel Aviv
Blumenfeld	Symcha	Blumenfeld	Elazar Haim	Polish	Jerusalem
Bornstein	Mordehai	Hasharoni	Mordehai	Palestinian	Kefar Hanoar, Ben Shemen
Bornstein	Ester	Hasharoni	Ester	Palestinian	Kefar Hanoar, Ben Shemen
Bornstein	Shvivia	Hasharoni	Shvivia	Palestinian	Kefar Hanoar, Ben Shemen
Bornstein	Zaca	Hasharoni	Zaca	Palestinian	Kefar Hanoar, Ben Shemen
Branski	Shmaria	Ben-Moshe	Abraham	Russian	Tel Aviv
Branski	Dvora	Ben-Moshe	Dvora	Russian	Tel Aviv
Brouchshtein	Etele	Brouchshtein	Ester	Austrian	Natanya
Charpak	Icchok	Harpaz	Yitshaq	Polish	Even Yehuda
Charpak	Sara-Leja	Harpaz	Sara	Polish	Even Yehuda
Cohen	Wahb Rada	Ratzon-Cohen	Natan	Undefined	Tel Aviv
Copelman	Yenta	Veinberg	Yehudith	Palestinian	Migdal
David	Shoul	David	Shaul	Yemenite	Tel Aviv
David	Ghazal	David	Sara	Yemenite	Tel Aviv
Deutscher	Sally	Ben-Perets	Betsalel	Undefined	Ramat Hakovesh
Deutscher	Ester	Ben-Perets	Ester	Undefined	Ramat Hakovesh
Deutscher	Hanna	Ben-Perets	Hanna	Undefined	Ramat Hakovesh
Dorani	Yosef Yehia	Zakharya	Yosef	Yemenite	Even Yehuda
Dorani	Salama	Zakharya	Shulamit	Yemenite	Even Yehuda
Dorani	Saeed	Zakharya	Saadia	Yemenite	Even Yehuda
Dorani	Yacob Yosef	Zakharya	Yacob	Yemenite	Even Yehuda

Old Name		*New Name*			
Surname	*Other names*	*Surname*	*Other names*	*Nationality*	*Address*
Ehrenwerth	Mozes Leib	Hadar	Moshe	Polish	Jaffa
Ehrenwerth	Tenny Ruchel	Hadar	Tenny Ruchel	Polish	Jaffa
Ehrlich	Symche Ojzer	Kohavi	Simha	Polish	Kefar Yona
Ehrlich	Chana Ruchla	Kohavi	Hana	Polish	Kefar Yona
Ehrlich	Gidon	Kohavi	Gideon	Polish	Kefar Yona
Eichenstein	Gitla	Eichenstein	Towa	Polish	Tel Aviv
Eidelman	Benjamin	Adin	Benjamin	Palestinian	Tel Aviv
Falicovici	Manoila	Giv'oni	Moshe	Rumanian	Giv'at Hashomer
Falicovici	Ella	Giv'oni	Shoshana	Rumanian	Giv'at Hashomer
Falicovici	Dalia	Giv'oni	Dalia	Rumanian	Giv'at Hashomer
Farber	Mordche	Argaman	Mordechai	Polish	Tel Aviv
Feinberg	Chlavna	Adinhar	Yehuda	Undefined	Yarkona
Feinberg	Sophie	Adinhar	Sara	Undefined	Yarkona
Feinberg	Yochebeth	Adinhar	Yocheved	Undefined	Yarkona
Finkelstein	Zirla	Shohami	Zila	Polish	Qiryat Haiyim
Fixler	Mojzis	Shuali	Moshe	Czechoslovak	Kefar Yona
Fixler	Itelou	Shuali	Rita	Czechoslovak	Kefar Yona
Fixler	Chana	Shuali	Chana	Czechoslovak	Kefar Yona
Foerder	Fritz	Foerder	Ephrajim Fritz	Palestinian	Qiryat Bialik
Foerder	Heinz	Foerder	Chajim Uri	Palestinian	Qiryat Bialik
Fonstein	Anny	Mandelman	Anny	Palestinian	Haifa
Fränkel	Hugo	Fränkel	Naftali	Palestinian	Tel Aviv
Freimann	Wolfgang	Freimann	Jehudah	German	Jerusalem
Freimann	Hans	Freimann	Chanan	German	Jerusalem
Fridzaitchik	Solomon	Freed	Shalom (Salomon)	U.S.S.R.	Tel Aviv
Fridzaitchik	Sarra	Freed	Sara	U.S.S.R.	Tel Aviv
Fridzaitchik	Marie	Freed	Miriam	U.S.S.R.	Tel Aviv
Friedmann	Julius	Friedmann	Julius Jehuda	German	Miqve Yisrael
Fostik-Katz	Dawid	Fostik	David Josef	Undefined	Tel Aviv
Froim m. Froim	Isac	Ben-Efraim	Yitzhak	Rumanian	Ramat Yohanan, near Haifa
Froim m. Froim	Seina	Ben-Efraim	Yafah	Rumanian	Ramat Yohanan, near Haifa
Gabrielovitz known as Ralbag	Sarah Rachel	Gabrielith	Rachel	Palestinian	Tel Aviv
Gattegno	Benveniste	Bracha	Nisim	Bulgarian	Tel Aviv
Gawze	Leme	Gawze	Aron	Polish	Meshek Ha-poalot, near Nes Tsiyona
Getkeras	Slioma	Getker	Shlomo	Lithuanian	Magdiel
Ghervit	Moise	Hurvits	Moshe	Rumanian	Jerusalem
Gimpel	Icchok	Gimpelevich	Mordechay	Polish	Jerusalem
Gimpel	Runea	Gimpelevich	Runea	Polish	Jerusalem
Graumann	Nathan	Graumann	Naftali	Undefined	Tel Aviv

Old Name		*New Name*			
Surname	*Other names*	*Surname*	*Other names*	*Nationality*	*Address*
Graumann	Sabine	Graumann	Sara	Undefined	Tel Aviv
Graumann	Jakob	Graumann	Yaaqov	Undefined	Tel Aviv
Graumann	Haja	Graumann	Chaia	Undefined	Tel Aviv
Grosman	Gitla	Grosman	Guta	Polish	Tel Aviv
Gutmanas	Efrojimas	Zimri	Efraim-Chaim	Lithuanian	Tel Aviv
Guttmann	Isac	Guttmann	Israel	Palestinian	Merhavia
Haselnus	Isak Markus	Egozi	Yitshaq	Polish	Kefar Yona
Haselnus	Rifka	Egozi	Rivqa	Polish	Kefar Yona
Haselnus	Abraham Aron	Egozi	Abraham	Polish	Kefar Yona
Haselnus	Freida	Egozi	Hedva	Polish	Kefar Yona
Haselnus	Salomon Hersch	Egozi	Shlomo	Polish	Kefar Yona
Heidecker	Ludwig	Heidecker	Ascher	German	Beer Tuvia
Hershson	Joshua	Ben-Zwi	Joshua	Palestinian	Haifa
Herzberg-Fischel	Szyja Herschel	Herzberg	Yehoshua	Palestinian	Nesher Yajur
Herzberg-Fischel	Esther	Herzberg	Shoshana	Palestinian	Nesher Yajur
Herzberg-Fischel	Karmela	Herzberg	Karmela	Palestinian	Nesher Yajur
Herzberg-Fischel	Aharon	Herzberg	Aharon	Palestinian	Nesher Yajur
Herzberg-Fischel	No'omi	Herzberg	No'omi	Palestinian	Nesher Yajur
Israeloff	Eliezer	Israeli	Eliezer	Palestinian	Tel Aviv
Israeloff	Rivka	Israeli	Rivka	Palestinian	Tel Aviv
Israeloff	Menahem-Meir	Israeli	Menahem-Meir	Palestinian	Tel Aviv
Israeloff	Leah	Israeli	Leah	Palestinian	Tel Aviv
Janukiskis	Joels	Li	Joel	Latvian	Tel Aviv
Janukiskis	Feiga	Li	Feiga	Latvian	Tel Aviv
Kagan	Dovidas (David)	Cohen	David	Palestinian	Tel Aviv
Kassewitz	Edgar	Carmi	Ephraim	German	Zikhron Yaaqov
Kaplan	Szloma	Cohen	Shloma	Polish	Even Yehuda
Kaplan	Ita	Cohen	Yehudit	Polish	Even Yehuda
Kaplan	Menahem	Cohen	Menahem	Polish	Even Yehuda
Khisakov	Rauchel	Mizrachi	Moshe	U.S.S.R.	Jerusalem
Knopfler	Jeno	Karmy	Yehuda	Hungarian	Giv'at Hashomer
Knopfler	Klara	Karmy	Rut	Hungarian	Giv'at Hashomer
Knopfler	Ofra	Karmy	Ofra	Hungarian	Giv'at Hashomer
Krigman	Leib	Shlomi	Arye-Yeheskiel	Undefined	Kefar Saba
Krigman	Sara-Dwojra	Shlomi	Sara	Undefined	Kefar Saba
Krigman	Hava	Shlomi	Hava	Undefined	Kefar Saba
Krigman	Dalia	Shlomi	Dalia	Undefined	Kefar Saba
Kupferschmid vel Rozenbaum	Eljasz	Rosenbaum	Elijahu	Polish	Tel Aviv

Old Name		*New Name*			
Surname	*Other names*	*Surname*	*Other names*	*Nationality*	*Address*
Kupferschmid vel Rozenbaum	Zania	Rosenbaum	Zania	Polish	Tel Aviv
Kupferschmid vel Rozenbaum	Itamar	Rosenbaum	Itamar	Polish	Tel Aviv
Landesman	Matyas (Matityahu)	Ben Yoseph	Matityahu	Palestinian	Tel Aviv
Levin	Hersh Leib	Levin	Zvi Arieh	Spanish	Jerusalem
Levin	Szojzana	Levin	Shoshana	Spanish	Jerusalem
Lewitas	Sura	Lewitas	Sara	Polish	Tel Aviv
Lewitas	Lejba-Leon	Lewitas	Arieh	Polish	Tel Aviv
Mahtyngier	Cyna	Machtinger	Sinai	Polish	Tel Aviv
Meisles	Elias Mejer	Rotman	Meir	Polish	Tel Aviv
Melamid	Abraham Tobiasz	Amery	Abraham	Polish	Tel Aviv
Michon	Anoum	Pando	Anoum	Turkish	Tel Aviv
Michon	Salamon	Pando	Salomon	Turkish	Tel Aviv
Mindlin	Feiga	Janowa	Tsipora	Palestinian	Raanana
Maneli	Maks	Maneli	Meir	Turkish	Tel Aviv
Mayer	Egon	Mayer	Arieh Egon	German	Jerusalem
Milneras	Leiba	Milner	Aryeh	Lithuanian	Tel Aviv
Milneras	Jewa	Milner	Hava	Lithuanian	Tel Aviv
Milneras	Ela	Milner	Yafa	Lithuanian	Tel Aviv
Milneras	Rachel	Milner	Rachel	Lithuanian	Tel Aviv
Nelken	Louis	Nelken	Yehuda	Polish	Bnei Beraq
Neugröschl	Dezider	Kitziri	Mordehai	Czechoslovak	Haifa
Toumaian	Papken	Toumaian	Bessak	Undefined	Jerusalem
Poczapowski	Eliasz	Bar-Itzhak	Eliahu	Polish	Metulla
Poczapowski	Sara	Bar-Itzhak	Sara	Polish	Metulla
Poczapowski	Chasia	Bar-Itzhak	Chasia	Polish	Metulla
Pollac	Herman	Ben Israel	Zevi	Rumanian	Jerusalem
Pollac	Shayna	Ben Israel	Shoshana	Rumanian	Jerusalem
Pollac	Hanah Adinah	Ben Israel	Hana Adinah	Rumanian	Jerusalem
Pollac	Jehouda Majer	Ben Israel	Jehouda Majer	Rumanian	Jerusalem
Pollac	Carmella	Ben Israel	Carmella	Rumanian	Jerusalem
Psedmeskis	Chaimas	Shadmi	Haim	Lithuanian	Jerusalem
Psedmeskis	Rochile	Shadmi	Rachel	Lithuanian	Jerusalem
Rabinovitz	Abraham Joseph	Feldman	Josef	U.S.S.R.	Tel Aviv
Rabinovitz	Chaya	Feldman	Chaya	U.S.S.R.	Tel Aviv
Rabinovitz	Yehudith	Feldman	Yehudith	U.S.S.R.	Tel Aviv
Rabinovitz	Menashe	Ravina	Menashe	Palestinian	Tel Aviv
Rabinovitz	Brana	Ravina	Batia	Palestinian	Tel Aviv
Rabinovitz	Dan	Ravina	Dan	Palestinian	Tel Aviv
Rabinovitz	Ayala	Ravina	Ayala	Palestinian	Tel Aviv
Reiss	Markus	Reiss	Mordekhai	Polish	Kefar Saba
Reiss	Yeudith (Etel)	Reiss	Yeudith	Polish	Kefar Saba
Reiss	Benia	Reiss	Ben-Yah	Polish	Kefar Saba
Rosenbaum	Erwin	Vardi	Jacob	German	Zikhron Yaaqov
Rosenzweig	Yehuda	Shimoni	Yehuda	Palestinian	Jerusalem
Rosenzweig	Batya	Shimoni	Batya	Palestinian	Jerusalem

Old Name		New Name			
Surname	*Other names*	*Surname*	*Other names*	*Nationality*	*Address*
Rosenzweig	Arza	Shimoni	Arza	Palestinian	Jerusalem
Roth	Henrich	Admoni	Alter-Haim	Czechoslovak	Kefar Saba
Roth	Estera	Admoni	Esther	Czechoslovak	Kefar Saba
Roth	Shprintza	Admoni	Shprintza	Czechoslovak	Kefar Saba
Roth	Yaaqov-Josef	Admoni	Jacob-Joseph	Czechoslovak	Kefar Saba
Saadon Amsallam	Jacob	Amsallam	Jacob	Algerian	Tiberias
Saadon Amsallam	Miriam	Amsallam	Miriam	Algerian	Tiberias
Saadon Amsallam	Eliahou	Amsallam	Eliahou	Algerian	Tiberias
Saadon Amsallam	Schulamit	Amsallam	Schulamit	Algerian	Tiberias
Saadon Amsallam	Aaron	Amsallam	Aaron	Algerian	Tiberias
Saadon Amsallam	Aliza	Amsallam	Aliza	Algerian	Tiberias
Saadon Amsallam	Moche	Amsallam	Moshe	Algerian	Tiberias
Safran	Leib Leon	Safran	Arye	Polish	Haifa
Safranas	Yosel	Avner	Joseph Mordechai	Undefined	Jerusalem
Safranas	Ester Devora	Avner	Ester Devora	Undefined	Jerusalem
Safranas	Chassa	Avner	Chassa	Undefined	Jerusalem
Safranas	Scheine	Avner	Yaffa	Undefined	Jerusalem
Safranas	Malkah	Avner	Malkah	Undefined	Jerusalem
Safranas	Sara	Avner	Sara	Undefined	Jerusalem
Seff	Mendel	Zeff	Menachem	Russian	Magdiel
Seff	Chase	Zeff	Chase	Russian	Magdiel
Seff	Asher Klonimos	Zeff	Kalman	Russian	Magdiel
Seff	Yafa	Zeff	Yafa	Russian	Magdiel
Sepiashwili	Albert	Sapir	Albert	Palestinian	Jerusalem
Shein	Eliyahu	Jaffe	Eliahu Chaim	Polish	Tel Aviv
Sidon formerly Kalichstein	Salmen	Kalichstein	Salmen	Polish	Tel Aviv
Sidon formerly Kalichstein	Fajgla	Kalichstein	Zipora	Polish	Tel Aviv
Sidon formerly Kalichstein	Hawah	Kalichstein	Hawah	Polish	Tel Aviv
Sigall recte Stein	Oskar	Segal	Yehoshua	Polish	Qiryat Anavim, near Jerusalem
Sigall recte Stein	Ryfka	Segal	Rifka	Polish	Qiryat Anavim, near Jerusalem
Sinwani	Hasan Dawood	Sinwani	Yefith David	Yemenite	Even Yehuda
Sinwani	Saeeda	Sinwani	Sara	Yemenite	Even Yehuda
Sorkovicius	Elija	Raines	Eliyahou	Lithuanian	Tel Aviv
Sorkovicius	Leja	Raines	Leja	Lithuanian	Tel Aviv

Old Name		*New Name*			
Surname	*Other names*	*Surname*	*Other names*	*Nationality*	*Address*
Sorkovicius	Dovydas	Raines	David	Lithuanian	Tel Aviv
Sorkovicius	Nurit	Raines	Nurit	Lithuanian	Tel Aviv
Spiegel	Hermann	Alroy	Efraim	Polish	Nahariya
Stier	Sloima-Calman	Kalman	Zishe	Rumanian	Bnei Beraq
Szarfarc	Moszek-Mendel	Szarfharc	Mordechai-Mendel	Polish	Tel Aviv
Szymkowicz	Boruch	Schimkovitch	Barouch	Polish	Jerusalem
Szymkowicz	Fajga	Schimkovitch	Zipora	Polish	Jerusalem
Taba	Hassan Ibrahim	Tobi	Jafet	Yemenite	Tel Aviv
Taba	Shadra	Tobi	Shushana	Yemenite	Tel Aviv
Tartarin	Abram	Kedari	Avraham	Rumanian	Kefar Saba
Tartarin	Sura	Kedari	Sara	Rumanian	Kefar Saba
Tartarin	Ita	Kedari	Yehudith	Rumanian	Kefar Saba
Teperberg alias Taberberg	Nathan alias Nataniel	Harari	Nathan	Undefined	Migdal
Teperberg alias Taberberg	Faigeh	Harari	Zipora	Undefined	Migdal
Teperberg alias Taberberg	Rifka	Harari	Rifka	Undefined	Migdal
Tenewicki	Mordche	Arzi	Mordechai	Polish	Tel Aviv
Tenewicki	Fania	Arzi	Fania	Polish	Tel Aviv
Todolan	Moise	Toledano	Moshe	Yugoslav	Tel Aviv
Titensky	Shmuel	Dromi	Shmuel	Palestinian	Agrobank Quarter, near Tel Aviv
Titensky	Chava	Dromi	Chava	Palestinian	Agrobank Quarter, near Tel Aviv
Titensky	Dov (Ber)	Dromi	Dov (Ber)	Palestinian	Agrobank Quarter, near Tel Aviv
Titensky	Esther	Dromi	Esther	Palestinian	Agrobank Quarter, near Tel Aviv
Titensky	Zipa	Dromi	Zipa	Palestinian	Agrobank Quarter, near Tel Aviv
Titensky	Zvi	Dromi	Zvi	Palestinian	Agrobank Quarter, near Tel Aviv
Titensky	Batiah	Dromi	Batiah	Palestinian	Agrobank Quarter, near Tel Aviv
Titensky	Yosef	Dromi	Yosef	Palestinian	Agrobank Quarter, near Tel Aviv

Old Name		New Name			
Surname	*Other names*	*Surname*	*Other names*	*Nationality*	*Address*
Tokayer	Moses	Ben-Naftali	Moshe	Undefined	Tel Aviv
Trackstrager	Ruben	Benajahu	Reuben	German	Kefar Saba
Vinakoor	Tauba	Kaplan	Jona	Palestinian	Jaffa
Valdas	Solomas	Yaari	Shalom	Lithuanian	Natanya
Valdas	Dvera	Yaari	Devora	Lithuanian	Natanya
Valdas	Haiyim	Yaari	Haim	Lithuanian	Natanya
Wajsbrot	Lew	Hurwitz	Yehuda	Polish	Haifa
Wajnberger	Josek	Karmy	Yosef	Polish	Jerusalem
Wajnberger	Bajli Rywki	Karmy	Bylha	Polish	Jerusalem
Wajnberger	Miryam Shoshana	Karmy	Miryam Shoshana	Polish	Jerusalem
Weinraub	Sol	Anbi	Shlomoh	Palestinian	Qiryat Bialik
Weinraub	Jochewid	Anbi	Jocheved	Palestinian	Qiryat Bialik
Weinraub	Raya	Anbi	Raya	Palestinian	Qiryat Bialik
Weil	Erich	Hanoked	Uri	German	Ramat Hakovesh
Widrich	Chaim	Zohori	Chaim	Polish	Kefar Nechemya
Widrich	Rachela	Zohori	Rachel	Polish	Kefar Nechemya
Widrich	Menahem	Zohori	Menahem	Polish	Kefar Nechemya
Widrich	Devora	Zohori	Devora	Polish	Kefar Nechemya
Widrich	Etana	Zohori	Etana	Polish	Kefar Nechemya
Yacob	Agag'an	Nahmani	Siman Tov	Irani	Jerusalem
Yacob	Mikail	Levy	Michael	Irani	Jerusalem
Yacob	Safura	Levy	Zipora	Irani	Jerusalem
Yacob	Jacob	Levy	Jacob	Irani	Jerusalem
Yacob	Chokrolla	Levy	Chokralla	Irani	Jerusalem
Yacob	Rahmim	Levy	Rahmim	Irani	Jerusalem
Yacob	Eliahu	Levy	Eliahu	Irani	Jerusalem
Yacob	Yehouda	Levy	Jehouda	Irani	Jerusalem
Yacob	Esther	Levy	Esther	Irani	Jerusalem
Yacob	Mirz'a	Nahmani	Elisha	Irani	Jerusalem
Yacob	Schaban	Nahmani	Shimon	Irani	Jerusalem
Yacob	Kanom	Nahmani	Hannah	Irani	Jerusalem
Yacob	Rebeka	Nahmani	Rivkah	Irani	Jerusalem
Yacob	Haya	Nahmani	Haya	Irani	Jerusalem
Yacob	Rachel	Nahmani	Rachel	Irani	Jerusalem
Yechieli formerly Trachtenberg	Ezra	Trachtenberg	Ezra	Palestinian	Rishon-le-Tsiyon
Yechieli formerly Trachtenberg	Yehudith	Trachtenberg	Yehudith	Palestinian	Rishon-le-Tsiyon
Yechieli formerly Trachtenberg	Isaac	Trachtenberg	Isaac	Palestinian	Rishon-le-Tsiyon
Yechieli formerly Trachtenberg	Shifra	Trachtenberg	Shifra	Palestinian	Rishon-le-Tsiyon
Yechieli formerly Trachtenberg	Shai	Trachtenberg	Shai	Palestinian	Rishon-le-Tsiyon

Old Name		New Name			
Surname	*Other names*	*Surname*	*Other names*	*Nationality*	*Address*
Yehezkiel	Ashur	Cohen	Asher Ben Aharon	Afghan	Jerusalem
Yehezkiel	Harun	Cohen	Aharon	Afghan	Jerusalem
Yehezkiel	Hannah	Cohen	Hannah	Afghan	Jerusalem
Yehezkiel	Brucha	Cohen	Bracha	Afghan	Jerusalem
Yehezkiel	Jaffa	Cohen	Jaffa	Afghan	Jerusalem
Yehezkiel	Jehezkel Shalom	Cohen	Jehezkel Shalom	Afghan	Jerusalem
Yehezkiel	Zivia	Cohen	Zivia	Afghan	Jerusalem
Yehezkiel	Josef	Cohen	Josef	Afghan	Jerusalem
Yehezkiel	Sara	Cohen	Sara	Afghan	Jerusalem
Zawodnik	Fujwisz	Zavdi	Shraga	Polish	Tel Aviv
Zlotnik	Froim	Zoref	Efraim	Polish	Tel Aviv
Zlotnik	Szajndla	Zoref	Yaffa	Polish	Tel Aviv
Zlotnik	Amos	Zoref	Amos	Polish	Tel Aviv
Zlotnik	Edna	Zoref	Edna	Polish	Tel Aviv
Zupavicius	Jokanas	Zarchi	Yohanan	Lithuanian	Qiryat Shmuel, near Tiberias
Zupavicius	Zlata	Zarchi	Doba	Lithuanian	Qiryat Shmuel, near Tiberias
Zwisohn	Lazarus Wolf	Ben Zwi	Eliezer Zeev	U.S.A. citizen	Tel Aviv
Zwisohn	Ruth	Ben Zwi	Ruth	U.S.A. citizen	Tel Aviv

(I/111/35)

Statement of wreck salved at Jaffa, during the months of April, May and June, 1937.

Serial No.	*Date of Report*	*Description*		*Where found*	*Name and Residence of Salvor*
15/37	29.4.37	7 iron girders 7 iron girders	N/M N/M	Jaffa Roadstead	Mostafa Ghali, Mohd. el Saeidi, Khamis el Sirri & Khalil el Sidawi, Jaffa
16/37	29.4.37	1 lot scrap iron	N/M	Jaffa Roadstead	Litfi Banat, Jaffa
17/37	1.5.37	24 iron girders 32 iron girders 27 iron bars	N/M N/M N/M	Jaffa Roadstead	Mostafa Ghali, & Khamis Ashour, Jaffa
18/37	1.5.37	48 pieces asphalt 3 bundles iron bars 1 roll barbed wire 1 lot scrap iron 2 drums scrap iron 2 pieces scrap iron 1 lot scrap iron	N/M N/M N/M N/M N/M N/M N/M	Jaffa Roadstead	Khalil el Falah, Fares Ali, Mohd. el Haj, Ali Kombar, Most. Abu Hajar, Ali Sukkar & Ibrahim el Kabesh

Serial No.	*Date of Report*	*Description*	*Where Found*	*Name and Residence of Salvor.*
19/37	1.5.37	81 bundles iron bars N/M 37 bundles galvanized tubes N/M	Jaffa Roadstead	Haj Mohd. Lababidi Jaffa
20/37	1.5.37	42 iron girders N/M	Jaffa Roadstead	Khamis Ashour
21/37	1.5.37	28 iron girders N/M 1 lot iron bars and angles	Jaffa Roadstead	Ahmed el Jajeh & Ali Komber, Jaffa
22/37	20.5.37	1 lot iron bars N/M, N/N	Jaffa Roadstead	Haj Mohamed el Lababidi, Jaffa Port
23/37	23.5.37	1 case enamel plates AP/6609-15 8 bundles galvanized tubes N/M, N/N 20 bundles iron bars 1 case glass ware 2 iron girders 1 lot iron bars 6 iron tubes	Jaffa Roadstead	Mihi el Din el Ghattis, Jaffa Port
24/37	2.6.37	4 iron tubes N/N, N/M 1 bundle galvanized tubes 1 lot iron bars	Jaffa Roadstead	Mihi el Din el Ghattis, Jaffa Port
25/37	4.6.37	1 anchor and chain N/M	Jaffa Roadstead	A. Bozom, Jaffa
26/37	10.6.37	5 bags flour Northern King	Tel Aviv Roadstead	Moshe Behar and Israel Morchai, Seamen, c/o Preeka, Ltd.
27/37	11.6.37	80 bundles iron bars N/M, N/N	Jaffa Roadstead	Muhil Dine el Ghattis, Jaffa
28/37	12.6.37	1 lot iron bars N/M, N/N	Jaffa Roadstead	Haj Mohamed el Lababidi Jaffa
29/37	21.6.37	1 lot iron bars N/M	Jaffa Roadstead	Mohamed Lababidi, Jaffa

QUARANTINE AND INFECTIOUS DISEASES SUMMARY.

For week ending midnight 14.8.37.

1. Quarantine Restrictions.

No changes have occurred since 31.12.36.

The following restrictions are at present in force:—

Against	*Port*	*Date restrictions enforced*
Cholera	Arrivals from Bombay by air routes.	15.8.37
Cholera	Arrivals from Bombay by sea routes.	7.9.36
Cholera	Arrivals from Siam (particularly Bangkok) by air and sea routes.	24.2.36
Cholera	Arrivals from Calcutta by air routes.	9.9.36
Plague	Arrivals from Karachi by air or sea routes.	16.2.37

2. Weekly Report of Infectious Diseases in Palestine.

Place	*Typhus*	*Date notified*
Tel Aviv	4(a)	11.8.37
Jaffa	1	11.8.37
Kfar Sava, Jaffa District	1	11.8.37

(a) 1 case imported from Nathania, Tulkarm Sub-District

CO-OPERATIVE SOCIETIES ORDINANCE.

ORDER OF LIQUIDATION.

In accordance with the powers vested in the Registrar of Co-operative Societies under section 46 of the Co-operative Societies Ordinance, I hereby order that Kfar Ganim Aguda Hadadit, Limited, shall be wound-up and appoint MESSRS. BENJAMIN YAHALOM, DR. YA'ACOV SOBOL and ISRAEL BEN-ZVI as joint liquidators.

J. BLUMENFELD
Acting Registrar
of Co-operative Societies.

10th August, 1937.

CO-OPERATIVE SOCIETIES ORDINANCE.

NOTICE REGARDING SUBMISSION OF CLAIMS.

Whereas on the 10th August, 1937, an order for winding-up of Kfar Ganim Aguda Hadadit, Limited, has been issued;

Notice is hereby given that all claims against this society must be submitted within one month from the date of this notice to the liquidators MESSRS. BENYAMIN YAHALOM, DR. YA'ACOV SOBOL and ISRAEL BEN-ZVI, of Kfar Ganim, near Petah Tiqva.

J. BLUMENFELD
Acting Registrar
of Co-operative Societies.

19th August, 1937.
(Gaz/4/36)

NOTICE.

Notice is hereby given that with the approval of the Acting Registrar of Co-operative Societies dated the tenth August, 1937, the name of the undermentioned society has been changed as follows:—

Previous name: Agudat Gomlin Haifa Aguda Hadadit, Limited.

New name: Agudat Gomlin Leashrai al yad Irgun Hama'amad Habeinoni be Haifa Aguda Shetufit, Limited.

COMPANIES ORDINANCE.

ORDER APPOINTING THE OFFICIAL RECEIVER AS PROVISIONAL LIQUIDATOR BEFORE ORDER TO WIND-UP.

Name of Company: Rimon Talkies, Ltd.

Court: District Court sitting at Tel Aviv.

Number of Matter: 202/37.

Date of Order: 27th July, 1937.

H. KOSLOFF
Acting Official Receiver.

REGISTRATION OF PARTNERSHIPS.

The particulars given below correspond with the following headings:—

1. *Names and addresses of partners.*
2. *Firm name of partnership.*
3. *Names of partners authorised to administer the partnership and to sign for it.*
4. *Date of commencement and determination.*
5. *Object.*

1. Izhak Sarano, Tel Aviv.
   Mordehay Arama, Tel Aviv.
   Izhaq Arama, Tel Aviv.
2. "Haderor".
3. Izhak Sarano and Mordehay Arama jointly.
4. 27.6.37, for one year.
5. Transport of all kinds of goods and materials.

1. Berek (Dov) Osherovitz, Tel Aviv.
   Lea (Lisa) Osherovitz, Tel Aviv.
2. B. and L. Osherovitz.
3. Both partners jointly and severally.
4. 1.7.37, for an unlimited period.
5. Textile goods.

1. Albert Carasso, Tel Aviv.
   Joseph Carasso, Tel Aviv.
2. A. and J. Carasso, Tel Aviv.
3. Both partners.

4. 15.8.37, and can be dissolved by a six months' notice.
5. Import and export of dried fruits, groceries and cereals.

1. Moshe Federman, Tel Aviv.
   Michael Kahn, Tel Aviv.
2. Palestine Grain Agency.
3. Either partner, but bills of exchange and cheques shall be signed by both partners.
4. 1.7.37, for two years.
5. Agency and trade in grain, fodder and similar merchandise.

1. Jacob Gluska, Tel Aviv.
   Meir Ummetzi, Tel Aviv.
   Aaron Rozi, Tel Aviv.
2. "Mahsevet Hadarom-Mluim-Stone, Gravel and Lime."
3. Jacob Gluska.
4. 1.8.37, for four years.
5. To carry on quarry work, stone crushing and lime.

1. Robert Levy, Tel Aviv.
   Erma Gieskann, Tel Aviv.
2. Robert Levy & Co.
3. Both partners jointly.
4. 15.6.37, for one year.
5. Wholsale of cigarettes and tobacco.

STATEMENT OF NATURE OF CHANGES IN THE PARTICULARS OF THE GENERAL PARTNERSHIP: KRAUS AND SENDER.

A. Change in the firm name:

Previous name: M. Kraus and I. Sender.

New name: Kraus and Sender.

B. Change in the partners or in the name or surname of any partner:

Mr. Yehezkiel Sender has left the partnership, and Mr. David M. Sender has joined the partnership.

C. Change in person or persons authorised to sign on behalf of the partnership:

Itzhak Kraus and David M. Sender jointly.

REGISTRATION OF A FOREIGN PARTNERSHIP.

The particulars given below correspond with the following headings:—

1. *Names and addresses of partners.*
2. *Firm name of partnership.*
3. *Names of partners authorised to administer the partnership and to sign for it.*
4. *Date of commencement and determination.*
5. *Name of person authorised to carry on business and to accept services of process, etc. on behalf of the partnership.*
6. *Object.*

1. Oswald Ritter, Vienna, Austria.
   Jacob Lazarowitz, Vienna, Austria.
2. Ritter and Lazarowitz.
3. Both partners jointly and severally.
4. 25.5.36, for an unlimited period.
5. Dr. David Bukspan, 15, Balfour Street, Tel Aviv.
6. Manufacturers of and dealers in underwear.

NOTICES.

I.

Ha'Pri.

Notice is hereby given that the above partnership, notice of which appeared in Palestine Gazette No. 698 of the 17th June, 1937, has been dissolved.

II.

Nachum Levy and Eliezer Frenkel.

Notice is hereby given that the above partnership has been dissolved and that all assets and liabilities of the said partnership have by consent been assigned to MR. ELIEZER FRENKEL alone.

NOTICES.

The following notices are published at the risk of the advertisers and their publication does not imply any certificate as to correctness or authority.

I.

"Massad" Co-operative Society for Loans and Savings, Ltd.

Notice is hereby given that the following gentlemen were elected to the Committee of Management:

1. M. BRASLAVSKY, Tel Aviv
2. B. GOLDZWEIG, Jerusalem
3. I. YACOBI, Jerusalem
4. I. LADJINSKY, Jerusalem
5. B. SAPHIR, Jerusalem
6. M. BEN JOSEPH
7. M. ROSENHAK
8. A. ROM.

The joint signatures of any two of the following members of the Committee shall be binding on the society:

1. B. GOLDZWEIG
2. I. YACOBI
3. I. LADIJENSKY
4. B. SHAPIRA
5. M. BEN JOSEPH
6. M. ROSENHAK
7. A. ROM.

This notice cancels the notice published by the society on the 4th January, 1934.

II.

The Near East Bank, Ltd.

Notice is hereby given that in view of the departure of MR. ZEHARYAHU GLUSKA, the chairman of the Near East Bank, Ltd., the joint signatures of MR. SHALOM MIZRACHI and HANANIYA GRONER shall bind the bank.

III.

Ha'Misrad Ha'Kablani le-Binyan u-le' Avodot Tzibouriyot shel Ha'Ovdim bi-Rehovot, Ltd.

Notice is hereby given that, pursuant to the resolution of the Board of Directors of the above company passed on the 1st July, 1937, the signature of each of both members of the Board of Directors viz: ITZHAK HASKIN and REUVEN SCHREIBMAN, on behalf of the company, shall bind the same.

IV.

United Bank, Ltd.

Notice is hereby given that with the authority of the Registrar of Companies of the 9th July, 1937, and on the basis of the extraordinary resolution passed at the extraordinary general meeting of the company held on the 7th July, 1937, the name of the above company has been changed as follows:—

Previous name: United Bank Ltd.

New name: Bank Atid, Ltd.

V.

Scandinavian Near East Agency, S.A.

Notice is hereby given that the above company, the head office of which is at Piraeus, Greece, has closed its offices in Palestine.

CORRIGENDA.

I.

Palestine Gazette No. 698 of the 17th June, 1937.

Notice regarding changes of names, page 592, line 18, for *"Chterncis Youga Moissevitch"* read *"Chterncis Youga Moiseevitch"*.

II.

Palestine Gazette No. 708 of 5th August, 1937.

Supplement No. 2, page 728, Order No. 58, paragraph 5, first line, for *"B. Rifayi"* read *"B. Rifa'i"*.

NOTICE.

SUBSCRIPTION RATES.

The Palestine Gazette may be purchased, price 30 mils per copy, at all booksellers and news-agents in Palestine, or from the Government Printing and Stationery Office, P.O.B. 507, Jerusalem. The subscription rates are as follows:—

	Half-yearly	*Yearly*
Palestine	700 mils	LP. 1.300 mils
Abroad	800 mils	LP. 1.500 mils

Applications accompanied by remittances (Cash, Postal or Money Orders only) should be made to the Government Printer, P.O.B. 507, Jerusalem.

ADVERTISEMENTS.

The following are the authorised publication rates for notices and advertisements in the Palestine Gazette:—

For every ¼ of a column or part thereof -	500 mils
Exceeding ¼ and not exceeding ½ column -	LP.1.000 mils
Exceeding ½ and not exceeding ¾ column -	LP.1.500 mils
Exceeding ¾ and not exceeding 1 column -	LP.2.000 mils

All notices and advertisements must be prepaid.

It is notified for general information that in future notices intended for publication in the Palestine Gazette should be addressed, together with the appropriate publication fees, direct to the Government Printer, P. O. B. 507, Jerusalem.

Notices of registration of Companies, Co-operative Societies, Trade Marks and Patents will not be accepted for publication unless submitted through the appropriate Registrar.

Orders with regard to the administration of the estates of deceased persons or probate of wills, and any orders issued under the Companies Ordinance, or in accordance with any other Ordinance or Order of the Court, and notices of registration and dissolution of partnerships will not be inserted unless passed for publication by the Court.

Notices of dissolution of partnerships will not be accepted unless signed by the partners named therein or by their legal representatives.

The signature or representative character of a signatory must be verified by a declaration made by an advocate.

A notice of dissolution of partnership not signed by all the partners or by their legal representative must be accompanied by a sworn declaration made by an advocate to the effect that the notice is given in pursuance of the terms of the partnership to which it relates.

The following notices and advertisements will be published in the Gazette at the risk of the advertisers and will not imply any certificate as to correctness or authority:

Notices from Liquidators of Companies, etc.

Notices concerning meetings, appointments of Directors, redemption of bonds and kindred matters from Companies or Co-operative Societies.

No notice or advertisement concerning a Company or Co-operative Society, other than a notice published by order of the Court or of the Registrar, will be inserted unless it is accompanied by a declaration of an advocate that to the best of his knowledge the statement made in the notice or advertisement is true.

PRINTED AT THE GOVERNMENT PRINTING PRESS, JERUSALEM.

Agricultural Supplement No. 20

to

The Palestine Gazette No. 711 of 19th August, 1937.

WINDBREAKS.

The term windbreak is used to describe a belt of trees or other plants, so placed as to afford protection from wind; provision for such protection should be made in the layout of every plantation or orchard. The importance of windbreaks for orange groves, fruit orchards and banana plantations is an undisputed fact, and yet very few people in Palestine appear to make use of them in practice. In certain localities, particularly on the coastal plains and in the open valleys, where strong winds prevail throughout the year, it is advisable to establish the windbreaks one or two years prior to planting the orchard.

In the Gaza and Nathania sub-districts growers have experienced great difficulties in raising their citrus trees due to the continued prevalence of westerly winds, and it was not until a few years after planting, when the windbreaks had reached a good height, that the plantations recovered. The necessity of windbreaks in this country was fully demonstrated last season when the strong, cold winds blew down large quantities of citrus fruit which covered the ground in almost every unprotected grove. A comparison of protected and unprotected orchards clearly demonstrated the value of good windbreaks.

In Palestine the high winds which blow from either the west, east, or north-east, cause considerable damage to groves. The westerly winds have a detrimental effect during winter and early spring, causing considerable damage by stripping the trees of fruit and leaves and breaking the branches, while much of the fruit which remains is rendered second or third grade, and the number of culls is increased. The loss caused by the westerly winds of last spring was estimated at 350,000 — 400,000 cases of dropped fruit and in addition, the value of the growing crop was greatly diminished owing to the increase in the proportion of second grade fruit and culls due to wind damage; while in young groves, trees were bent over and in some cases uprooted.

The hot and scorching easterly winds, known as khamsins, which occur mostly during the months of March, April and May, cause considerable damage to the blossoms, burning the young growth and causing a drop of young fruit, while easterly winds occurring in the autumn may also cause considerable damage to leaves and young growth. In 1935 it was estimated that the khamsins had reduced the citrus crop by about 2,000,000 boxes.

The north-easterly winds occurring mostly during the months of December and January are dry and cold, and may cause considerable damage by stripping the trees, freezing or bruising the fruit, and breaking the branches. During last season about 500,000 cases of fruit were totally destroyed. Banana plantations are often severely damaged by them also, as was the case last season.

The type of windbreak employed depends largely on the plantation to be protected. Windbreaks may be classified into two groups :— (1) temporary, (2) permanent. The purpose of a temporary windbreak is to protect the plantation for a period of one or two years until a permanent windbreak has been established, as for example, in nurseries where plants do not remain for more than about two years. When establishing young groves in districts where powerful winds prevail, it is advisable to plant a temporary windbreak until such time as the permanent windbreaks become effective. Castor oil used to be the popular plant in Palestine for this purpose, but is less frequently used now because of its liability to the attacks of insect pests and diseases.

Two of the most promising plants which have been used at certain of the Government Horticultural Stations with success during the last few years are Sunn Hemp and Sesbania Aegyptiaca.

Sunn Hemp (*Crotalaria juncea*) is an annual plant and was introduced into Palestine in 1934 by the Director of Agriculture and Fisheries. It grows so rapidly that two months after sowing it forms a windbreak two metres high. It should be sown in March by dispersing the seeds in two to three rows 15 to 20 centimetres apart, and subsequently the seedlings should be thinned to a distance of 3 to 5 centimetres between individual plants. In order to get satisfactory results the Crotalaria should be sown all round the plantations and inside them at intervals of 40 to 50 metres. Sunn Hemp does not successfully resist cold weather.

Sesbania Aegyptiaca also does not entirely resist the cold weather but it is preferable to Crotalaria owing to its perennial habit. It should be sown at the beginning of March in the same manner as that described for Crotalaria. After a period of a few months it reaches a height of 2½ to 3 metres.

Other plants which are suitable for use as temporary windbreaks are pigeon peas (*Cajanus indica*) maize, durra, etc.

A form of temporary shelter often used for bananas in certain parts of Palestine is one composed of a wooden framework upon which are fastened reed mats made from Papyrus grown in the Huleh swamp. Although effective as windbreaks, they are expensive to erect and do not last long, being easily damaged by strong winds. Furthermore, these mats, by preventing the free movement of air in the plantation, may cause active harm during periods of frost.

Permanent windbreaks usually consist of trees which will grow to a height of 10 to 18 metres and which are capable of affording protection to orchards for many years. Cupressus pyramidalis, C. horizentalis, C. macrocarpa, C. Arizonica, Casuarina, Grevillea, Eucalyptus and Tamarisk are all suitable subjects. These trees grow steadily and reach a height of 8 to 9 metres within a period of 7 to 8 years. Once having reached this height they increase more slowly. During the first few years of growth they develop too slowly to afford much protection and consequently have to be supplemented with temporary windbreaks; this is particularly necessary in localities of frequent and high winds.

All groves and orchards should be carefully studied prior to the planting of windbreaks, and the factors to be considered are :— Position as regards prevailing wind, nearness to the sea and the possibility of the formation of air pockets in periods of frost. Exposed orchards, liable to be attacked by stormy winds from the west and north-east, should be protected by means of a dense windbreak, preferably of Cupressus. The force of easterly winds can be successfully checked by loose windbreaks of Casuarina, Cupressus, or Grevillea trees. Orchards located near the sea shore where the soil is sandy and salty air prevails, must be protected by Tamarisk windbreaks, which are best suited to these conditions. Areas likely to suffer from "frost-pockets" have to be treated with special care. Dense windbreaks should be planted to the north side leaving an outlet for the air currents through the lowest part of the plot; otherwise the windbreak may do more harm than good.

When planting windbreaks the soil should be prepared in the same manner as for the orchard. Early in spring is the best period for planting. A distance of about 6 metres between the first row of orchard trees and the windbreak should be left as the roots of windbreak plants tend to impoverish the soil. The seedlings should never exceed a height of 30 to 40 cms. at the time of planting as small plants establish themselves better than large ones. Older seedlings, raised in pots, often have twisted roots and when they become trees are found to have bad root systems and are therefore less resistant to winds. Windbreaks may be planted in single or double rows. The distances between the trees should be from 1 to 1½ metres for Cupressus pyramidalis, 2 to 2½ metres for C. horizontalis, 3 metres for C. macrocarpa and C. Arizonica and 2½ to 3 metres for Casuarina, Grevillea and Tamarisk.

For the first few years cypress windbreaks should be topped from time to time in order to encourage the trees to spread below. If this is done every two years it will make them grow bushy and able to withstand strong winds. This applies to all the varieties mentioned above.

When planted in double rows, windbreaks are usually spaced in triangular form, the spaces being 1½ times greater than those mentioned above. A dense and effective double windbreak can be established by planting one row of Cupressus pyramidalis and an external row of Cupressus horizontalis, C. macrocarpa or C. Arizonica.

The after-care of the trees is of great importance if an effective windbreak is to be established. In order to check them from robbing the neighbouring fruit trees

of nourishment and thus hindering their development, the windbreak should be irrigated and manured in the same manner as the fruit trees and in addition, the trees should be provided with stakes during the first few years to keep them upright.

In order to prevent the roots of windbreaks from protruding into the orchard it is advisable to dig a trench of 1½ metres depth at a distance of from 1 to 1½ metres from the windbreak, but it should be refilled and not allowed to remain open, as in time roots will find their way under the trench, which should be re-opened once during the season.

Investigations carried out by the Horticultural Section of the Department of Agriculture during the 1937 season revealed the importance of windbreaks in so far as the soundness, size and grade of fruit is concerned. The investigations were carried out in the Mikveh Israel orchards immediately after the very heavy westerly winds, which occurred in December and which cused considerable damage throughout the groves.

These investigations showed that on a plot of thirty trees properly protected by windbreaks, approximately 2% less fruit fell to the ground during the windy weather than on a similar plot only partially protected, and 4% less than on a plot totally unprotected. In addition, the percentage of cull fruit on the protected plot was less in proportion than on the semi-protected and totally unprotected plots.

Furthermore, the protected plot gave a much higher percentage of grade 1 fruit than the semi-protected plot which in turn gave a higher percentage of good grades than the unprotected plot.

This interesting investigation showed that in each case the plot protected by a complete windbreak system gave far better results than either of the other two plots, and in each case the unprotected plot was the worst.

These results in cash returns represent much higher profits from the areas which are protected as compared with those that are unprotected, as all growers know that prices are influenced by grade.

It is hoped that this alone will be a sufficient inducement to all growers to pay more attention to the planting of windbreaks and their maintenance.

THE PLANT PROTECTION SERVICE.

"Plant Protection Service" is the new title of the Entomological Service, as the scope of activity of this Service has been enlarged and it is not strictly confined to the study of Entomology. A new name has therefore been given which more correctly describes its functions.

What these functions are, and how they can be utilised both for the farmer or fruit grower is the subject of this article.

The real foundation stone of the Service is a knowledge of the pests and diseases with which the farmer has to contend and of the way in which they behave, and of the causes of that behaviour, so far as it is possible to find them out. Without this knowledge it is sometimes possible to effect some kind of control, and to put up a fight against the pest whether it be fungus or insect, but for economical and effective measures to be employed, a knowledge of the insect or fungus, its habits and behaviour is essential.

The first branch of the Plant Protection Service therefore is the Research branch. In this there are four officers who spend most of their time in the study of the life histories of the primary pests and in testing means of keeping them under control, and one of those officers is engaged on the study of one insect, the Capnodis, or root borer of stone fruit trees. The damage already caused by this insect has assumed such economic importance that its study comprises almost the sole duty of this officer and is likely to do so for some time to come.

The other three officers in this branch of the Service combine with their research duties those of the next branch of the Service, namely the Advisory or Extension branch. This branch exists for the purpose of bringing the knowledge gained by the research workers to the farmer. Its officers show how control should be applied and in addition to this they carry out experiments on a field scale designed to test the economic value of control measures which have been found successful in the laboratory or in small garden trials.

It is the duty of these officers to calculate the costs and keep a profit and loss account of any pest fighting methods that may be devised. This constitutes a very important part of their work as it is obviously useless to advise a method of control which the farmers themselves cannot afford to employ. Every effort has therefore to be made to ensure that any remedies suggested are of as simple and inexpensive a kind as possible. The work of the extension officers is of the first importance and it is also work of great difficulty. It requires an infinite amount of tact and patience, and the officers themselves must be 'good mixers' that is to say, they must have the talent for establishing friendly relations with people of all kinds and in no circumstances must they play the part of the heavy important official.

Like doctors, they need a good 'bedside manner'. Sometimes farmers are so anxious for assistance in fighting some pest that they will do anything that is suggested, but more often they have to be roused from a fatalistic attitude in order to save themselves. Many have become so accustomed to pests that they look on the losses caused by them as inevitable and to be accepted like lack of rain or some other natural calamity. This attitude of mind can be and must be altered, and the officers of the Advisory branch have to do it.

There are different ways of effecting this alteration, but the most effective is by personal visits and by demonstrations which all may see. Unfortunately, the staff of the Plant Protection Service is not large enough to pursue this ideal policy as it only consists of one officer whose work it is to co-ordinate extension work over

the whole country. He has or will have two whole time assistants, and the three research officers who have already been mentioned give part of their time to help him.

Some four years ago there was very little information to give the farmer which was really based on exact scientific investigations. We are now happily in a position to give a great deal of information on tested methods of pest control. One method employed to spread knowledge is through the rural schools. By instructing the school masters who in turn will instruct their pupils, it is hoped to employ the rising generation in coveying the knowledge to their parents and relations. Great faith is placed in this method as through the children a larger public can be reached than by the radio or the press. It may have the effect of making the children conceited if they realise that they know more than their parents, but any parent will know how to deal with that situation and it needs no advice from the Plant Protection Service on that point.

Wherever it is possible, demonstrations are given at typical centres on how the control of some particular pest should be carried out and the method explained. This is always followed up by further visits to the same places. It is considered preferable to keep working for a certain length of time in one place rather than to diffuse our energies all over the country under which system little or no good is done anywhere. The Plant Protection Service always responds to a special request for advice if it is possible but it will be realised that a small staff cannot be everywhere and often time is lost by farmers writing to Jerusalem for advice and assistance when the necessary information could have been obtained from officers who are close at hand. Careful note should be made by any farmers of the places where extension officers or as they are also called advisory officers are stationed, so that they can go and see them and discuss their pest troubles, a habit we wish to encourage, or they can ask the officers to visit them. It has been pointed out that there is much information to give, but it is not possible to work miracles nor is there a cure for everything and it is no good asking for advice after a crop has been destroyed. The places where advice can be obtained are as follows :—

The Entomological Laboratory, Government Farm, Acre.

The Entomological Laboratory, Tiberias — which is situated in the Forest Nursery there and is quite easy to find;

The Headquarters of the Plant Protection Service in Jerusalem, which is in the same building as the Department of Agriculture and Fisheries — on the top floor.

It is hoped in the future to have an advisory officer for the Southern District stationed either at the Government Citrus Demonstration Station at Sarafand or at the Government Station at Migdal, but up to date it has not been possible to arrange for this.

Enquiries from that area should be addressed to the Headquarters of the Service in Jerusalem, or in the case of Jewish farmers to the Plant Inspector, Department of Agriculture and Fisheries, Tel-Aviv.

Much time has been spent by the Service in trying to reduce to a minimum the number of insecticides which can be recommended for use and efforts are being made to persuade the agents who sell these insecticides to put them up in small packages or tins and to have a number of smaller agencies all over the country so that farmers from Gaza, for example, will not have to travel to Haifa to buy what they need.

It is hoped that this scheme will be in operation in the near future. There is one point which must be emphasised, and which all farmers should understand and that is that the Service exists to help the farmer, to give him advice, and to show how that advice can be carried out, but it does not exist to provide for the free control of pests and diseases. The farmers are expected to help themselves and after the methods of control have been demonstrated to them, it is their job to carry them out.

Work on the control of insect pests is not the only function of the advisory part of the Plant Protection Service. An officer is shortly to be appointed who will be engaged in doing the same sort of work in connection with fungus diseases such as smut of wheat and mildew on vines.

The research work on which this advice is based is done at the Palestine Research Station of the Jewish Agency, Rehovot.

In order to have a knowledge of the different kinds of insects which exist in the country and to be able to identify those sent to the laboratory by people asking for advice, an insect collection is necessary, a kind of reference library. This has to be classified and maintained and in addition, a considerable amount of literature has to be studied in order that the staff of the Service may keep in touch with scientific work which is going on in other countries some of which might be useful to Palestine.

All this information has also to be catalogued and classified, and the work is all done in the headquarters of the Service.

Yet another activity is the gradual building up of specimens in exhibition boxes which will show the main stages of the life history of common pests for the information of the public.

The account already given by no means exhausts the functions of the Plant Protection Service. There is yet another branch of it under a special officer, known as the Plant Quarantine branch.

It is the duty of this branch to endeavour to keep out of the country pests which have not become established here and to see that the different plant protection rules and regulations are enforced. These rules are designed to protect such industries as potato growing, citrus culture, the banana industry, etc. from pests and diseases which are known to exist in other countries and may constitute a danger to Palestine if introduced here.

Another aspect of this work is the prevention of the spread of diseases and pests already established or native to the country. The greatest source of danger is the nursery from which plants already infected with disease are sent out and planted in new groves, orchards and gardens. In this way in the past, several diseases and pests have spread to places where they were not formerly a source of trouble.

For the purpose of preventing this spread of infected stock, the nursery regulations were introduced to ensure the periodical inspection of nurseries and nursery stock so that this source of infection can be minimised.

Not only is inspection of plants and plant products made at the ports, but the frontier also has to be patrolled to prevent the smuggling of forbidden articles such as bananas, citrus plants, or palm offshoots.

Should it be necessary for Government to enforce pest control at any time, then the Quarantine branch also takes charge of that duty.

One last word and that is that when writing to ask advice, or when visiting advisory officers, always send or bring specimens of the pest which is causing the trouble and above all come or write when the trouble is beginning and not when it is too late to give any help. It is not unknown for us to get a letter saying "an insect is destroying my crops, please give me advice as to what to do". The writer forgetting to say what crops, or to send a specimen of the insect and even not giving an address ! Farmers are asked not to send in that sort of letter.

Insect attacks can often be prevented and an affected crop can frequently be cured, but a crop which has been killed cannot be restored, nor can the leaves be put back on to a fruit tree after it has been denuded by caterpillars.

FIELD NOTES.

Meteorological report for the month of July, 1937.

Station	*Temperature (Centigrade)*				*Rainfall*		
	Mean Max.	*Mean Min.*	*Highest Max.*	*Lowest Min.*	*Total for Month*	*Most in a Day*	*Relative Humidity % (8H)*
Acre	30.0	22.2	31.5	19.5	Nil	Nil	77
Beisan	36.4	21.8	39.6	18.5	Nil	Nil	—
Beersheba	33.6	16.8	38.2	14.0	Nil	Nil	64
Beit Gemal	32.1	19.9	35.7	17.2	Nil	Nil	62
Gaza	34.8	20.9	36.6	19.1	Nil	Nil	63
Haifa	31.1	24.2	32.8	23.1	Nil	Nil	84
Jerusalem	29.2	18.2	32.7	15.6	Nil	Nil	59
Jericho	38.8	23.3	41.3	20.0	Nil	Nil	56
Jenin	36.0	21.2	38.5	19.0	Nil	Nil	67
Tel-Aviv	32.8	22.4	34.3	20.5	Nil	Nil	81

Abnormally cool weather conditions were prevalent throughout the country until the last week of the month when temperatures rose slightly, but the abundant falls of dew have been beneficial to all summer crops.

Cereals. The threshing and winnowing of cereal crops has almost been completed in some sub-districts and is drawing to a close generally throughout the country. The sample of grain is excellent due to the absence of easterly winds at the flowering season and when the setting grain was in a vulnerable stage.

Yields are much in advance of those of last year for the country as a whole, although in parts of the northern ranges and hills of Samaria returns are not so good as had been expected. Very considerable amounts of barley are finding a market overseas.

Leguminous Crops. The majority of sub-districts in southern Palestine show good returns for all leguminous crops, but in the northern hills only very mediocre yields were harvested mainly due to the fact that farmers were forced to sow late owing to the wet conditions. Chickpeas, however, have given excellent returns.

Durra. Except in a few cases the durra crop will be the heaviest reaped for many years. Picking which commenced in mid-July has now become general.

Sesame. In general the sesame crop is good. On the northern plains and plateaux very heavy yields will be gathered and in the south some very fine crops can be seen. The harvest though not yet general has commenced.

Tobacco. Picking has commenced and good yields are the rule. A very considerable surplus over local requirements is expected.

Vegetables. Abundant supplies of seasonable vegetables are on the markets. Prices though poor are showing a tendency to rise. The preparation of land for autumn sowing and transplanting is in hand. Hillside tomato crops are yielding heavily.

Districts.

Southern District. The threshing of all cereal crops is practically finished, and winnowing and sieving is also nearing completion.

Considerable activity has been noted especially on the plains where farmers are resorting to summer ploughing. The harvesting of the durra was commenced by the middle of the month, and is now general throughout the district, and at many places it is already finished. Excellent returns are reported from most sub-districts, and the sesame crop is expected to be the heaviest harvested for some years. A considerable influx of Sinai Beduin into the district has been noted. Heavy yields of water melons are being marketed at a rather discouraging price. On the coastal plains large areas of tomatoes and cucumbers are being planted. Green fodder is plentiful and land is being prepared for the sowing of berseem during the coming season. Heavy supplies of seasonable vegetables are being marketed, but prices are low due to over production and lack of organization in marketing. Considerable interest is being shown in the storage of potatoes, and it is hoped that the experiments being conducted in potato storage will be of value. The olive crop will be fair to good on the whole.

Northern District. The threshing and winnowing of winter crops are nearly finished throughout the district and with the exception of the plains and hill areas

of the Acre sub-district, the yields show a considerable increase over those of last year. The sample of the grain is good. It is probable that the heaviest summer crops recorded for some years will be harvested throughout the district, although the sesame crop in parts of the Nablus sub-district is not up to expectations. In Acre a shortage of leguminous crops is anticipated due to the inclement conditions which prevailed at planting time. There is a promise of excellent yields of durra throughout the district and the harvesting of this crop has been commenced in some localities. Summer ploughing has become a general part of the season's cultivations and farmers who practised it last year have been amply repaid for their trouble.

The tobacco crop has been greatly helped by the heavy dew falls and picking has become general. Satisfactory returns in the Acre and Safad sub-districts are anticipated and the quality of the leaf seems to be well up to standard. The condition of all livestock is good and the animals are now grazing on the stubbles. Considerable activity in the preparation of land for autumn sown vegetables is noted.

Jerusalem District. Harvesting in the hills had not been completed by the end of the month, but all cereals were on the threshing floors in the foot-hills and winnowing was general throughout the district. It cannot be said that the crop has been a good one and in Jerusalem and Ramallah barley and wheat in the hills have not returned more than six fold and eight fold respectively. Yields from the western foot-hills are somewhat better, and also from the Hebron sub-district. The yield of leguminous crops is much heavier than in the northern district but it is still below the normal in the Jerusalem and Ramallah hills, but in the foothills remunerative crops were reaped. Throughout the district yields of vetch are heavier than the yields of kersenneh and lentils. Summer crops of durra and of sesame, where sown, are with few exceptions the best seen for some years. The olive crop varies very considerably but it is estimated to be much in advance of last season. Very considerable quantities of field tomatoes and cucurbitaceous crops are coming on to the market, but the main Jordan valley crops have ceased bearing with perhaps the exception of eggplants and pepper. The water situation is very satisfactory and stock are in good condition and grazing on the stubbles. There will be no shortage of tibn.

MARKETS.

In the Jerusalem District the prices of agricultural commodities do not show any marked change over those of last month. In the North there is a marked tendency for the prices of cereals to harden especially as regards wheat, barley, maize, beans and flour, and this is generally attributed to the devaluation of the franc, an increase in export, and a rise in world prices. Similarly in the South wheat has shown an appreciable rise of £P.1 per ton and barley prices are on the upward trend. Barley shipments from Gaza amounted to 3,782 tons during the month and further consignments are awaiting export.

NORTHERN DISTRICT.

Commodity	*June, 1937.* £P. *Mils per ton*	*July, 1937.* £P. *Mils per ton*	*July, 1936.* £P. *Mils per ton*
Wheat	7.500— 9.500	8.750—10.500	8.000— 8.500
Barley	5.200— 5.500	5.850— 6.500	5.000
Durra	7.000— 7.250	5.600— 6.000	5.850
Maize	6.500— 6.750	6.750— 7.000	6.250
Kersenneh	6.500— 6.600	6.600— 6.800	—
Tibn	1.200— 1.450	1.400— 1.800	2.000
Beans (Ful)	7.400— 7.500	8.000— 8.500	8.250
Chick-peas (Humus)	7.500— 8.000	8.500— 8.750	8.500
Lentils	10.000—12.500	11.500—13.500	—
Hilbeh	6.000— 6.300	6.250— 6.600	6.000
Jilbaneh	6.000— 6.100	Not quoted	—
Sesame	21.000	20.000—21.000	—
Bran	4.500— 5.500	5.500— 6.000	5.250
Kousbeh	8.200— 9.500	8.200— 9.500	8.000
Oats	8.000— 8.500	8.000— 8.250	—
Vetch	Not quoted	Not quoted	—
Potatoes (local)	4.500— 7.000	5.500— 6.000	—
Potatoes (imported)	Not quoted	4.000— 4.500	6.000
Flour white (local)	12.750—13.300	13.300—14.300	—
Hay in bales	3.250— 4.500	4.000— 4.500	4.000— 4.250
Eggs per 100	0.170— 0.450	0.200— 0.400	—

SOUTHERN DISTRICT.

Commodity	*June, 1937.* £P. *Mils per ton*	*July, 1937.* £P. *Mils per ton*	*July, 1936.* £P. *Mils per ton*
Wheat	8.000— 8.500	8.000—10.000	—
Barley	5.000— 5.750	5.500— 6.000	—
Durra	8.000— 8.500	4.800— 5.500	—
Kersenneh	6.500— 7.000	7.000— 7.500	—
Beans	7.000— 7.500	7.000— 8.500	—
Lentils	8.500—10.500	8.000—10.500	—
Maize	6.000— 6.500	7.000— 7.100	—
Sesame	20.000	20.000—21.500	—
Potatoes (local)	5.500— 6.000	6.000— 6.750	—
Potatoes (imported)	—	5.500	—
Tomatoes	2.000— 3.000	5.000— 6.000	—
Hay	3.000— 4.500	3.000— 4.500	—
Tibn	1.750— 2.250	0.850— 2.250	—

JERUSALEM DISTRICT.

Commodity	*June, 1937.* *£P. Mils per ton*	*July, 1937.* *£P. Mils per ton*	*July, 1936.* *£P. Mils per ton*
Wheat	9.000	9.325	12.170
Barley	5.150	5.300	5.700
Kersenneh	6.300	7.375	8.580
Durra	7.000	5.575	5.600
Lentils	8.850	10.526	14.000
Chick-peas	11.500	9.000	15.000
Sesame	19.000	20.500	22.500
Beans	10.000	9.650	9.980
Potatoes	6.250	7.000	11.100
Tibn	1.300	1.240	2.250
Eggs (per 100)	0.206	0.200	0.220

MARKET REPORT.

The following retail prices for fruits prevailed in the Jerusalem market during the month of July :—

Apples, local	20 mils per kilo
Apples, foreign	50 mils per kilo
Pears, local	25 mils per kilo
Pears, foreign	60 mils per kilo
Plums	25—30 mils per kilo
Peaches	25 mils per kilo
Prunes	50 mils per kilo
Bananas	25 mils per kilo
Grapes	10—30 mils per kilo
Melons	10 mils per kilo
Water melons	5 mils per kilo
Lemons	40 mils per kilo
Figs	15 mils per kilo.

ABSTRACTS AND NOTES OF INTEREST.

NOTICE.

Sale of Fruit Trees and Grafted Vines from Government Horticultural Stations, 1937-38.

All applications to purchase budded fruit trees and/or grafted vines from Government Horticultural Stations should be made in writing on application forms to the Horticultural Station Superintendent or the Agricultural Inspector of the sub-district before the 1st September, 1937.

Application forms are obtainable from all Horticultural Station Superintendents, Agricultural Inspectors, Horticultural Instructors and District Officers.

Applicants must be able to satisfy the Department that they are :—

(a) either fellaheen or small holders,

(b) that their land is suitable for the particular fruit trees or grafted vines for which they apply,

(c) that the land in which the trees are to be planted has been prepared for planting.

All areas belonging to applicants may be inspected by the Agricultural Inspectors of the sub-district prior to recommending the issue of the trees for which they have applied.

Applicants will be notified early in October, 1937, of the number and kinds of plants reserved for sale to them.

Prices for fruit trees and vines at the Horticultural Stations are as follows :—

Budded citrus trees	30 mils each
Budded fruit trees	20 mils each
Grafted vines	5 mils each
Seedlings or non-budded trees	10 mils each.

All payments must be made in cash to Horticultural Station Superintendents at the time of collection of the plants.

No application will be considered after the 31st August, 1937.

Rust Diseases of Antirrhinum and Carnation.

(Prepared by Dr. I. Reichert of the Experimental Station, Rehovot).

Two popular ornamental plants, carnation and snapdragon, have recently been attacked by rust diseases. If no control measure is applied against these diseases, a description of which is given below, the cultivation of these plants will be endangered. Both diseases are new to Palestine and nurserymen in particular should take great care to see that their gardens do not become infected.

1) *Carnation* — (Dianthus caryophyllus) has been attacked by a rust called *Uromyces dianthi* (Pers.). This disease appears on the leaves in the form of grayish-brown pustules which contain the brown spores. It appeared in this country for the first time at the beginning of 1936 and was found in the surroundings of Tel-Aviv and Jerusalem. Plants attacked by this disease stop their normal growth, the buds shrivel and finally the plants dry up.

The best means to control the disease after it has appeared is to dust the plants with finely-ground sulphur every week. Old dried, infested plants must be burnt.

2) *Snapdragon* — (Antirrhinum majus). The rust disease attacking the snapdragon is by far the more serious of the two. The scientific name of the disease is *Puccinia anthirrini* (Diet and Holw.). Its attack spreads very rapidly. In a very

short time after the appearance of the reddish-brown pustules on all parts of the plants, they may dry up and succumb. The first appearance of this disease in Palestine occurred at the close of 1936. It appears to have spread into this country from Egypt, where it was noted for the first time in November, 1936.

This disease originated in the United States where it first appeared in 1895 and from there it spread to Europe and finally to the Mediterranean countries. So far it has only been found in the southern part of Palestine and in no case further north than Jerusalem.

Preventive spraying every week with a 1% burgundy mixture, sold under the proprietary name of Bordeaunette, or dusting with fine sulphur dust may partly prevent the disease. After the disease has appeared, the plants must be burnt at once.

Those with private gardens as well as those growing flowers for the market should keep a very careful watch on their carnations and snapdragons for the first signs of these rusts. Where the presence of either disease is suspected, specimens of affected plants should be sent to the Chief Plant Protection Officer, Department of Agriculture and Fisheries, Jerusalem, or to the Chief Plant Pathologist, Agricultural Experimental Station, P.O.B. 15, Rehovot, for identification and advice.

Import of Food and Dairy Animals.

The following numbers and classes of food and dairy animals were imported into Palestine during the month of June, 1937. Imports during June, 1936, are also given for comparison.

	By Sea Route		*By Land Route*	
	June, 1936	*June, 1937*	*June, 1936*	*June, 1937*
Cattle	2,376	1,385	—	—
Sheep and Goats	1,906	11,465	6,456	17,364
Poultry	140,455	65,300	16	10

54 dairy cattle were imported during June as compared with 18 imported during the same period last year.

Government Veterinary Laboratory.

The following number of specimens were received at the Government Veterinary Laboratory and examined during the month of May, 1937.

	Number
Blood samples for bovine contagious abortion test	3,305
Blood samples for dourine test	509
Blood and pus smears for various examinations	143
Other examinations of various specimens	364

The following number of specimens were received at the Government Veterinary Laboratory and examined during the month of June, 1937.

	Number
Blood samples for bovine contagious abortion test	2,282
Blood samples for dourine test	238
Blood and pus smears for various examinations	135
Other examinations of various specimens	295

BROADCAST TALKS.

The following talks on agricultural subjects will be broadcast from Jerusalem before the next issue of the Agricultural Supplement :—

Subject	*Date*	*Time*	*Language*
The Mediterranean Fruit Fly	23.8.37	8.40—8.55 p.m.	Hebrew
Plot and Field Selection of Cereals	24.8.37	7.35—7.55 p.m.	Arabic
Plot and Field Selection of Cereals	30.8.37	8.40—8.55 p.m.	Hebrew
Loquats	31.8.37	7.35—7.55 p.m.	Arabic
Loquats	8.9.37	8.45—8.55 p.m.	Hebrew
Seed and Seed Testing	7.9.37	7.35—7.55 p.m.	Arabic
Seed and Seed Testing	13.9.37	8.45—8.55 p.m.	Hebrew
Picking and Handling of Citrus Fruit for Export	14.9.37	7.35—7.55 p.m.	Arabic

Supplement No. 2

to

The Palestine Gazette No. 711 of 19th August, 1937.

AIR NAVIGATION (COLONIES, PROTECTORATES AND MANDATED TERRITORIES) ORDER, 1927.

AUTHORISATION.

IN VIRTUE of the powers conferred on me by Article 27(2) of the Air Navigation (Colonies, Protectorates and Mandated Territories) Order, 1927, I hereby certify that by a special and temporary authorisation permission has been granted for the flight within the limits of Palestine and Trans-Jordan (including the territorial waters adjacent thereto) of the following aircraft of American nationality :—

Type of Aircraft	*Registration Mark*
DELLANCA SKYROCKET	NC — 15300

This permission is limited to the period from the 1st January, 1938, to the 15th March, 1938, inclusive and is granted subject to the following conditions :—

(*a*) The aircraft and its crew and passengers shall be liable to all the legal obligations which arise from general legislation, from Customs legislation and import and export regulations and any regulations which may be laid down for public safety;

(*b*) The occupants of the aeroplane shall deposit with the local Police Authorities any firearms in their possession at the time of their arrival in Palestine, to be held in custody by the Police until the final departure of the aeroplane from Palestine.

(*c*) The carriage of cameras in the aircraft is permitted subject to any conditions which may be imposed by the Military or Royal Air Force Authorities.

The conditions in force until further notice provide that no photographs shall be taken of any buildings, works or defences occupied by armed forces of His Majesty.

A. G. WAUCHOPE
High Commissioner for Palestine and Trans-Jordan.

14th August, 1937.
(D/99/37)

LAND (EXPROPRIATION) ORDINANCE.

CERTIFICATE.

I, GENERAL SIR ARTHUR GRENFELL WAUCHOPE, G.C.M.G., K.C.B., C.I.E., D.S.O., High Commissioner for Palestine, hereby certify that the construction of a road connecting the Sahel and Ain el Misbah roads in the Municipal Area of Ramallah is an undertaking of a public nature within the meaning of the Land (Expropriation) Ordinance.

Cap. 77.

Plans of the land and buildings affected are available for inspection at the offices of the Municipal Corporation of Ramallah and at the District Offices, Ramallah.

A. G. WAUCHOPE
High Commissioner.

12th August, 1937.
(L/109/37)

THE PALESTINE ORDER IN COUNCIL, 1922

AND

THE PALESTINE (AMENDMENT) ORDER IN COUNCIL, 1933.

ORDER NO. 61 OF 1937, BY THE HIGH COMMISSIONER.

WHEREAS by Article 16A of the Palestine Order in Council, 1922, as enacted in the Palestine (Amendment) Order in Council, 1933, the High Commissioner may, if he thinks fit, by order under his hand to be published in the *Gazette*, convert such land in Palestine of the category termed "miri" as may be described in such order, into land of the category termed "mulk".

NOW, THEREFORE, I, GENERAL SIR ARTHUR GRENFELL WAUCHOPE, G.C.M.G., K.C.B., C.I.E., D.S.O., High Commissioner for Palestine, in virute of the powers in me vested as aforesaid, do hereby order that all that piece or parcel of land now of the category termed "miri" and more particularly described in the schedule hereto, shall be converted into the category of land termed "mulk" and registered accordingly in the Land Registry of Jerusalem in the name of the Iraqi Jewish Community of Jerusalem.

SCHEDULE.

All that piece or parcel of land and the buildings thereon situated in Bab-el-Amud, Jerusalem, comprising 509.63 square metres, bounded as follows :—

North : Road,
South : Yaacov Tager and the joint wall in the middle,
East : Road,
West : Partitioned plot No. 3, which said plot and buildings are more particularly described and delineated on a plan deposited in the Land Registry of Jerusalem and registered in the name of the Committee of the Adath Habablim, Jerusalem, Palestine, in the said Land Registry in Vol. 16, Folio 361.

Given under my hand this thirteenth day of August, 1937.

A. G. WAUCHOPE
High Commissioner.

(L/44/36)

PALESTINE (DEFENCE) ORDER IN COUNCIL, 1937.

REGULATIONS MADE BY THE HIGH COMMISSIONER UNDER ARTICLES 6 AND 10.

IN EXERCISE of the powers vested in him by Articles 6 and 10 of the Palestine (Defence) Order in Council, 1937, the High Commissioner has made the following regulations :—

Citation.

1. These regulations may be cited as the Defence (Amendment) Regulations (No. 3), 1937.

Amendment of regulation 3 of the Defence (Amendment) Regulations (No. 2) of 1937.

2. Regulation 3 of the Defence (Amendment) Regulations (No. 2) of 1937 shall be amended as follows :— by the deletion of sub-regulation (4) and by the substitution therefor of the following sub-regulation :—

"(4) Where any notice has been published by the District Superintendent of Police under the provisions of sub-regulation (1) of this regulation any person convening, organizing, holding or taking part in a meeting or procession to which such notice applies which has not been licensed under the provisions of sub-regulation (2) or which fails to comply with any terms or conditions of any licence issued shall be guilty of an offence against these regulations."

By His Excellency's Command,

W. D. BATTERSHILL
Chief Secretary.

16th August, 1937
(CF/309/37)

IMMIGRATION ORDINANCE.

ORDER BY THE HIGH COMMISSIONER UNDER SECTION 4 (1) (f).

Cap. 67.

IN EXERCISE of the powers vested in him by section 4 (1) (f) of the Immigration Ordinance, the High Commissioner is pleased to order and it is hereby ordered as follows :—

Citation.

1. This Order may be cited as the Immigration (Exemption of Trans-Jordan Employees of Palestine Potash Ltd.) Order, 1937.

Exemption.

2. Permanent residents of Trans-Jordan employed by the Palestine Potash Company Ltd. and in possession of certificates of identity issued by that company in the form approved by the Director, Department of Immigration, are exempt from the provisions of sections 7 and 9 of the Immigration Ordinance and of rules 3 and 7 of the rules set out in the schedule to that Ordinance.

Saving provision.

3. No person admitted to Palestine under this Order shall be deemed to have acquired permanent residence in Palestine by virtue of his residence in Palestine under this Order.

By His Excellency's Command,

W. D. BATTERSHILL
Chief Secretary.

9th August, 1937.
(I/592/37)

PORTS ORDINANCE.

RULES MADE BY THE HIGH COMMISSIONER IN COUNCIL UNDER SECTION 17.

Cap. 114.

IN EXERCISE of the powers vested in him by section 17 of the Ports Ordinance, the High Commissioner in Council has made the following rules :—

Citation.

1. These rules may be cited as the Ports (Employment of Persons within Limited Area) Rules, 1937.

Licensing of persons for employment within limited area of port.

2. The officer in charge of any port when issuing a licence for the employment of any person within the limits of such port may grant such licence subject to the condition that it shall authorise the employment of the person named therein, only within such portion of the area of the port as shall be specified in the licence.

Commencement.

3. These rules shall come into force as from the first day of September, 1937.

A. N. LAW
Acting Clerk to the Executive Council.

9th August, 1937.
(C/106/37)

INTOXICATING LIQUORS (MANUFACTURE AND SALE) ORDINANCE.

RULES MADE BY THE HIGH COMMISSIONER UNDER SECTION 32.

IN EXERCISE of the powers vested in him by section 32 of the Intoxicating Liquors (Manufacture and Sale) Ordinance, the High Commissioner has made the following rules :— Cap. 71.

1. These rules may be cited as the Alcohol (Medical Purposes) Rules, 1937. Citation.

2. No person shall be entitled to claim repayment of excise duty under section 3 of the Ordinance (as amended by the Intoxicating Liquors (Manufacture and Sale) (Amendment) Ordinance (No. 2), 1937), unless he has kept such books and taken such account of stock as are prescribed by these rules to be kept and taken by a person claiming such repayment. Repayment of excise duty. No. 18 of 1937.

3. Alcohol in respect of which repayment of excise duty may be claimed as aforesaid shall be plain spirits which have been distilled at a strength of not less than ninety per centum of alcohol as ascertained by Trallé's Alcoholometer in accordance with the provisions of the Intoxicating Liquors Rules. Alcohol upon which repayment may be claimed.

4. A person claiming repayment as aforesaid shall be a licensed manufacturing wholesale pharmaceutical chemist or druggist and shall satisfy the Director of Customs, Excise and Trade (hereinafter referred to as the Director), that the alcohol is required for the purpose of a manufacture bona fide carried on by him, and for the purpose of so satisfying the Director shall deliver to him in writing such particulars as he may require with respect to the purpose and manner for and in which the alcohol is to be used. Persons who may claim repayment.

5. If the alcohol is delivered to a person authorised to claim repayment under rule 4, he shall if so required produce to the satisfaction of the Director, evidence that the alcohol received by him was used by him for the purpose for which he was authorised to receive it. Evidence of receipt.

6.—(1) The person claiming repayment shall keep a stock book in such form and make therein such entries as the Director may require. Stock book to be kept by persons claiming repayment.

(2) The particulars required to be entered in the stock book shall be entered within twenty-four hours after the happening of the operation or the time of the event or transaction to which they relate.

(3) The account of the alcohol shall be balanced at intervals not exceeding one month.

(4) The person claiming repayment shall keep the stock book in his premises open to inspection by any officer of Customs and

Excise and must allow any such officer to make entry therein and to take any extract therefrom.

Taking of samples by officer.

7. An officer of Customs and Excise shall have the same power to take samples of any preparation made from alcohol remaining in stock, as he has to take samples of any goods chargeable with any customs or excise duty.

Bond.

8. In order to ensure due observance of these rules by the person claiming repayment, he will be required to enter into a bond with such security and in such amount and under such conditions as the Director may require.

SCHEDULE.

SPECIMEN OF STOCK BOOK TO BE KEPT BY AUTHORISED USERS OF ALCOHOL.

RECEIVED								USED									
Date	No. of permit	From whom received	Of what place	Bulk quantity in litres	Strength of alcohol	Litres of absolute alcohol	Amount of duty paid LP. Mils	Date	Name of article prepared for medical use only	Quantity of article prepared	Name of pharmacopea in accordance with which article prepared	Bulk quantity of alcohol used	Strength of alcohol	Litres of absolute alcohol	Duty paid LP. Mils	Date claim sub-mitted	Date claim paid

DECLARATION AS TO THE USE OF ALCOHOL AND APPLICATION FOR REPAYMENT OF THE DUTY IN RESPECT OF DUTY PAID ALCOHOL.

I..... of .....

being.....of the firm of.....hereby declare that

.....litres of alcohol on which the duty at the Excise rate of 100 mils per litre of alcohol has been paid to the Palestine Government were used by .....

.....at.....during the period.....day of

.....193.....to the.....day of.....193.....in the manufacture or preparation of articles used for medical purposes specified below :—

I claim that .....entitled to repayment of the sum of £P..... and hereby make application for the same.

Dated this ..... day of ..... 193.....

Signed.....

Description of business of person, firm or company .....

Postal address.....

By His Excellency's Command,

W. D. BATTERSHILL
Chief Secretary.

10th August, 1937.
(C/79/36)

TRADE AND INDUSTRIES (REGULATION) ORDINANCE.

ORDER No. 62 OF 1937, BY THE HIGH COMMISSIONER IN COUNCIL UNDER SECTION 8.

IN EXERCISE of the powers vested in him by section 8 of the Trades and Industries (Regulation) Ordinance, the High Commissioner in Council is pleased to order and it is hereby ordered that the following addition shall be made to the list of classified trades appearing under Class IIA of the Schedule to the said Ordinance :— Cap. 143.

	Fee payable for licence. Mils
"Establishments for the sale or repair of bicycles	500".

J. V. W. SHAW
Clerk to the Executive Council.

14th August, 1937.
(O/73/37)

MUNICIPAL CORPORATION ORDINANCE, 1934.

MUNICIPAL CORPORATION OF JERUSALEM.

NOTICE.

IN EXERCISE of the powers vested in him by section 51(3)(b) of the Municipal Corporations Ordinance, 1934, as enacted in section 3 of the Municipal Corporations (Amendment) Ordinance, 1935, the High Commissioner has been pleased to nominate the undermentioned Deputy Mayor of the Municipal Corporation of Jerusalem as the person who shall perform the duties assigned to the Mayor of the Municipal Corporation of Jerusalem, with effect from the 9th August, 1937, until further notice.

MR. DANIEL AUSTER.

By His Excellency's Command,

W. D. BATTERSHILL
Chief Secretary.

11th August, 1937.
(G/5/34)

MUNICIPAL CORPORATIONS ORDINANCE, 1934-35.

MUNICIPAL CORPORATION OF ACRE.

NOTICE.

IN EXERCISE of the powers vested in him by sub-section (1) of section 51 of the Municipal Corporations Ordinance, 1934, as enacted in section 3 of the Municipal Corporations (Amendment) Ordinance, 1935, the High Commissioner has been pleased to appoint the undermentioned councillor to be Deputy Mayor of the Municipal Council of Acre, with effect from the 7th August, 1937, until further notice :

MUHAMMAD EFF. QASIM ES SALIM.

By His Excellency's Command.

W. D. BATTERSHILL
Chief Secretary.

13th August, 1937.
(G/41/31)

POLICE ORDINANCE.

RULES MADE BY THE HIGH COMMISSIONER IN COUNCIL UNDER SECTION 50(1)(f).

Cap. 112.

IN EXERCISE of the powers vested in him by section 50(1)(f) of the Police Ordinance, the High Commissioner in Council has made the following rules :—

Citation.

1. These rules may be cited as the Police (Lost Property) (Amendment) Rules, 1937, and shall be read as one with the Police (Lost Property) Rules, hereinafter referred to as the principal rules.

Insertion of new rules in the principal rules.

2. The following rule shall be inserted in the principal rules as rule 6A :—

"Bicycles.

6A. If the property consists of bicycles, they shall be retained by the police for a period of one month and if the owner has not been traced on the expiration of this period, they shall be sold and the net proceeds of the sale shall be disposed of in the manner prescribed in rules 4 and 5."

J. V. W. SHAW
Clerk to the Executive Council.

13th August, 1937.
(O/276/37)

POLICE ORDINANCE.

APPOINTMENT BY THE ACTING INSPECTOR-GENERAL, PALESTINE POLICE FORCE AND PRISONS SERVICE.

IN EXERCISE of the powers deputed to me by the High Commissioner by notice under section 22 of the Interpretation Ordinance, published in the Gazette of the 26th April, 1934, I hereby appoint Temporary British Inspector W. E. CONOLLY to exercise the powers of a Superior Police Officer specified in section 17 of the Police Ordinance, whilst employed as British Inspector in charge, Nazareth Division.

H. P. RICE
Acting Inspector-General.

7th August, 1937.

ORTHODOX PATRIARCHATE ORDINANCE, 1928.

NOTICE OF APPOINTMENT.

IN EXERCISE of the powers vested in it by section 14 (1) of the Orthodox Patriarchate Ordinance, 1928, the Commission on the Finances of the Orthodox Patriarchate of Jerusalem, has appointed MR. A. G. ANTIPPA, M.B.E., Chief Clerk, Secretariat, to act as Secretary to the Commission, during the absence of MR. A. C. WHITFIELD from Palestine on leave, with effect from the 14th August, 1937, until further notice.

S. MOODY
Acting Chairman,
Commission on the Finances of
The Orthodox Patriarchate of
Jerusalem.

14th August, 1937.
(B/15/37)

PRESS ORDINANCE.

ORDER IN COUNCIL UNDER SECTION 20(1).

IN EXERCISE of the powers vested in him by sub-section (1) of section 20 of the Press Ordinance, the High Commissioner in Council is pleased to order and it is hereby ordered as follows :—

1. This Order may be cited as the Exclusion of Foreign Newspapers (No. 12) Order in Council, 1937.

2. All copies of the newspaper entitled 'Al Difa'a', published in Baghdad on or after the fourteenth day of August, 1937, for a period of six months shall be excluded from Palestine.

J. V. W. SHAW
Clerk to the Executive Council.

14th August, 1937.
(CF/347/37)

PRESS ORDINANCE.

NOTICE OF GRANT OF A PERMIT TO PUBLISH A NEWSPAPER.

NOTICE IS HEREBY GIVEN that a permit No. S/117 has been granted on the 26th day of July, 1937, under the hand of the District Commissioner, Southern District, to Dr. Arthur Rosenblatt, residing at 48, Lilienblum Street, Tel-Aviv, to publish once a month at the "Palestine Publishing Co. Ltd." Printing Press, situated at 45, Sheinkin Street, Tel Aviv, a newspaper in the Hebrew language, entitled "Hama'on", treating of economics and under the editorship of DR. ARTHUR ROSENBLATT.

Dated this 12th day of August, 1937.

W. D. BATTERSHILL
Chief Secretary.

(K/64/33)

PRESS ORDINANCE.

NOTICE OF GRANT OF A PERMIT TO KEEP A PRINTING PRESS.

NOTICE IS HEREBY GIVEN that a permit No. 8/140 has been granted on the 19th day of July, 1937, under the hand of the District Commissioner, Southern District, to MRS. SHOSHANA LOKOWITZKY, residing at 12, Joseph Israel Street, Tel Aviv, to keep a printing press situated at 26, Hakishon Street, Tel Aviv, and known as the "Yahalom" Printing Press.

Dated this 12th day of August, 1937.

W. D. BATTERSHILL.
Chief Secretary.

(K/64/33)

PRESS ORDINANCE.

NOTICE OF GRANT OF A PERMIT TO KEEP A PRINTING PRESS.

NOTICE IS HEREBY GIVEN that a permit No. S/141 has been granted on the 26th day of July, 1937, under the hand of the District Commissioner, Southern District, to MR. RAPHAEL LEVY, residing at Jaffa, to keep a printing press situated at 68, Allenby Road, Tel Aviv, and known as the Levy Printing Press.

Dated this 12th day of August, 1937.

W. D. BATTERSHILL
Chief Secretary.

(K/64/33)

PRESS ORDINANCE.

Notice of Grant of a Permit to keep a Printing Press.

Notice is hereby given that a permit No. S/142 has been granted on the 26th day of July, 1937, under the hand of the District Commissioner, Southern District, to Mr. Yakov Koen, residing at Hovevei Tsiyon Street, House of Mazal Behar, Petah Tikva, to keep a printing press situated at Hovevei Tsiyon Street, House of Mazal Behar, Petah Tikva, and known as the Koen Printing Press.

Dated this 12th day of August, 1937.

W. D. BATTERSHILL
Chief Secretary.

(K/64/33)

URBAN PROPERTY TAX ORDINANCE.

Revision of Assessment on Account of the Year 1938-39.

Notice.

1. The public are hereby notified that revision of assessment under section 18 of the Urban Property Tax Ordinance wil commence in the Urban Area of Jerusalem on the 1st September, 1937.

2. Applications for revision should be submitted not later than the fifteenth October, 1937, on the prescribed form (CL/19), obtainable at the District or Municipal Offices of the said area.

Applications not submitted by the date specified above will not be considered.

3. The Revision Committee will make a fresh valuation :—

(*a*) When any building, not included in the existing valuation list, has been completed since that list was made, or any property required to be added to the valuation list;

(*b*) When it is claimed by a tax-payer that his property has been destroyed or sustained damage, or that its net annual value has been decreased by 20% or more since the last assessment appearing in the valuation list now in force;

(*c*) When it is claimed by the Revenue Authorities that the net annual value of the property has been increased by 20% or more since the last assessment appearing in the valuation list now in force;

(*d*) When property included in the valuation list now in force has been divided or partitioned since the assessment made as per the said valuation list.

4. The pocedure for revision will be the same as for assessment.

G. MacLAREN
District Commissioner, Jerusalem District.

9th August, 1937.
(Gaz/24/36)

URBAN PROPERTY TAX ORDINANCE.

Revision of Assessment on Account of the Year 1938/39.

Notice.

The public are hereby notified that revision of assessment for the year 1938-39, under section 18 of the Urban Property Tax Ordinance, commenced in the Tel Aviv urban area on the 1st August, 1937.

Applications for revision should be submitted on the prescribed form (CL/19) obtainable at the District Offices, Tel Aviv, and at the offices of the Municipality of Tel Aviv, not later than the 30th September, 1937.

Applications not submitted by the date specified above will not be considered.

The procedure for revision will be the same as for assessment.

The Revision Committee will make a fresh valuation :—

(*a*) When any building, not included in the existing valuation list for 1937/38, has been completed since the list was made;

(*b*) When it is claimed by a tax-payer that his property has been destroyed or sustained damage, or that its net annual value has been decreased by not less than 20% since the last assessment;

(*c*) When it is claimed by the Revenue Authorities that the net annual value of the property has increased by not less than 20%;

(*d*) When property included in the valuation list has been divided or partitioned or any addition has been made to any building forming part of such property since the last assessment.

The notice dated the 8th July, 1937, published on page 646 of Palestine Gazette No. 704 of the 15th July, 1937, is hereby cancelled.

J. H. H. POLLOCK
Acting District Commissioner,
Southern District.

9th August, 1937.
(Gaz/24/36)

TOWN PLANNING ORDINANCE, 1936.

Notice of Provisionally Approved Scheme, Southern District.

Notice is hereby given in accordance with section 16(1) of the Town Planning Ordinance, 1936, that the town planning scheme within the Town Planning Area of Tel Aviv, known as Scheme No.46 — Widening of Hashouk Street for car parking accommodation, has been provisionally approved by the District Building and Town Planning Commission, Southern District, and deposited together with

the relative plans at the Municipal Offices, Tel Aviv, where they may be inspected by any person interested between the hours of 8 and 10 a.m. daily.

The boundaries of the scheme are as follows :—

North : Along the northern boundary of parcel 23 of block 6925, thence along Gat Rimon Street to the western boundary of parcel 48 of block 6925;

East : Along the centre of Herzl Street;

South : Along the southern boundary of parcel 22 of block 6931, crossing Hamashbir Street, thence along the southern boundary of parcels 3 and 10 of block 6931;

West : Along the western boundary of parcel 48 of block 6925, crossing Jaffa-Tel Aviv Road, thence along the western boundaries of parcels 11, 24, 23 and 22 of block 6931.

Any person interested as owner or otherwise in the land, buildings or other property affected by the scheme may lodge an objection thereto with the Local Building and Town Planning Commission at the Municipal Offices, Tel Aviv, within two months from the date of publication of this notice in the Palestine Gazette.

J. H. H. POLLOCK
Acting Chairman,
Southern District Building and Town Planning Commission.

6th August 1937.
(Z/186/37)

TOWN PLANNING ORDINANCE, 1936.

Notice of Provisionally Approved Scheme, Southern District.

Notice is hereby given in accordance with section 16(1) of the Town Planning Ordinance, 1936, that the town planning scheme within the Town Planning Area of Tel Aviv, known as Scheme No. 48 — Opening of a pedestrian passage between Allenby Street and Nahlath Binyamin Street — has been provisionally approved by the District Building and Town Planning Commission, Southern District, and deposited together with the relative plans at the Municipal Offices, Tel Aviv, where they may be inspected by any person interested between the hours of 8 and 10 a.m. daily.

The boundaries of the scheme are as follows :—

North : Along the northern boundary of the Palestine Railways, thence along the eastern boundaries of parcels 86 and 84 of block 6921, thence along the northern boundaries of parcels 81-84 of block 6921, crossing Allenby road to parcel 58 of block 6937;

East : Along the eastern boundary of parcel 27 of block 6925, crossing the Palestine Railways;

South : Along the southern boundaries of parcel 114 of block 6940, and of parcels 100, 72, 84, 59, and 27 of block 6925, crossing Allenby Road, Hagesher Street and Nahlath Binyamin Street;

West : Crossing the parcel 58 of block 6937, Palestine Railways and thence along the western boundary of parcel 114 of block 6940.

Any person interested as owner or otherwise in the land, buildings or other property affected by the scheme may lodge an objection thereto with the Local Building and Town Planning Commission at the Municipal Offices, Tel Aviv, within two months from the date of the publication of this notice in the Palestine Gazette.

J. H. H. POLLOCK
Acting Chairman.
Southern District Building and Town Planning Commission.

6th August, 1937.
(Z/189/37)

TOWN PLANNING ORDINANCE, 1936.

NOTICE OF FINAL APPROVAL OF A TOWN PLANNING SCHEME BY THE HIGH COMMISSIONER.

WHEREAS a scheme within the Town Planning Area of Jerusalem, known as Scheme No. 472 — Modification in Alignment and Zoning, Agrippa's Way, West Central Area Town Planning Scheme, was provisionally approved by the Jerusalem District Building and Town Planning Commission and notice of the deposit of the scheme at the Municipal Offices, Jerusalem, was published in the Palestine Gazette No. 678, dated the 1st April, 1937;

AND WHEREAS no objections have been lodged against the scheme and the Jerusalem District Building and Town Planning Commission has applied to the High Commissioner for authority to put the scheme into force;

AND WHEREAS the scheme with the plans annexed have been produced to the High Commissioner and signed by him;

NOW, THEREFORE, it is hereby notified in accordance with section 18(2) of the Town Planning Ordinance, 1936, that the High Commissioner has approved the scheme and the plans and the scheme will come into force fifteen days after the publication of this notice in the Palestine Gazette, and notice is hereby given that the scheme and the plans have been deposited and are open for inspection at the Municipal Offices, Jerusalem.

W. D. BATTERSHILL
Chief Secretary.

15th July, 1937.
(Z/71/37)

TOWN PLANNING ORDINANCE, 1936.

Notice of Final Approval of a Parcellation Scheme, Northern District.

Whereas a parcellation scheme within the Town Planning Area of Nathanya, known as Scheme No. 114—Nathanya Central, was provisionally approved by the Northern District Building and Town Planning Commission and notice of the deposit of the scheme at the Municipal Offices, Nathanya, was published in the Palestine Gazette No. 669 dated the 25th February, 1937;

And whereas the objections lodged against the scheme have been considered by the Northern District Building and Town Planning Commission;

And whereas the scheme with the plans annexed have been produced to the Chairman, Northern District Building and Town Planning Commission, and signed by him on behalf of the said Commission;

Now, therefore, it is hereby notified in accordance with section 20(6) of the Town Planning Ordinance, 1936, that the Northern District Building and Town Planning Commission have approved the scheme and the plans and the scheme will come into force fifteen days after the publication of this notice in the Palestine Gazette, and notice is hereby given that the scheme and the plans have been deposited and are open for inspection at the Municipal Offices, Nathanya.

E. KEITH-ROACH
Chairman,
Northern District Building and Tonw Planning Commission.

10th August, 1937.
(Z/40/37)

LAND (SETTLEMENT OF TITLE) ORDINANCE.

Parcellation Acceptance Notice.

In exercise of the powers vested in me by section 23 of the Land (Settlement of Title) Ordinance, I hereby give notice that I have approved and accepted the parcellation of the masha' lands in the village of Beit Tima, in the sub-district of Gaza, comprised within the registration blocks Nos. 1354-1372, 1373, excepting parcels Nos. 43-89; 1374, excepting parcels Nos. 33-42; 1375, excepting parcels Nos. 11—45; 1376, excepting parcels Nos. 8—10, 17—19; 1377—1381 and 1384, excepting parcels Nos. 42—46, and registered in the existing Land Registers as owned in individual shares and actually held in common and formerly distributed periodically among the inhabitants of the village or a section thereof or among other persons, without prejudice to any rights in the parcels resulting from the said parcellation.

Any person claiming an interest in the said lands of the village of Beit Tima should submit his claim in accordance with the provisions of the Land (Settlement of Title) Ordinance, if he has not already done so.

G. F. SULMAN
Settlement Officer,
Gaza Settlement Area

3rd August, 1937
(Gaz/11/36)

S.2255.

6th May, 1952.

BY HAND.

Dear Lord Nathan,

I enclose copy of a cable received from our Jerusalem Office this morning, which appears to be a reply to a cable sent by Levin on your behalf last Thursday.

If you do not possess or cannot obtain copies of the stated Documents and will let me know, I shall do my best to obtain them for you.

Yours sincerely,

The Lord Nathan of Churt,
Messrs. Herbert Oppenheimer, Nathan & Vandyk,
20, Copthall Avenue,
London, E.C.2.

ENC.
GAS/EH.

Palestine Potash Ltd.
London.

INCOMING CABLE

COPY TO JERUSALEM OFFICE

From: PALESTINE POTASH LTD. JERUSALEM

To: POTAPAL LONDON

Date: 5th May, 1952. Received in London on:-
6th May, 1952.

LT.

389 NATHAN REQUIRES TRANSJORDAN AGREEMENT STOP THIS APPEARS PAGE 722 SEATONS LEGISLATION OF TRANSJORDAN PUBLISHERS CROWN AGENTS STOP PALESTINE LEGISLATION IS ORDINANCE NUMBER TWENTYTHREE OF 1937 PAGE 165 OF SUPPLEMENT ONE PALESTINE GAZETTE 711 OF 19 AUGUST 1937 AND AMENDMENT ORDINANCE NUMBER FIVE OF 1940 SUPPLEMENT ONE GAZETTE 995 OF TWENTYFIRST MARCH 1940 STOP BELIEVE THESE OBTAINABLE LONDON EITHER FROM BENTWICH OR CROWN AGENTS OR COLONIAL OFFICE

(no signature).

Palestine Potash Ltd.
London.

INCOMING CABLE.

COPY TO JERUSALEM OFFICE

From: ALEXANDER, PRINCE, JERUSALEM

To: ROTHEN, LONDON

Date: 5th May, 1926. Received in London 6th May, 1926.

Yesterday Palestine Government Advisory Board approved Ordinance relating to Dead Sea Concession. Ordinance provides for appointment of Registrar to protect Government interests. Ordinance also provides Government may at any time on payment of compensation to Concessionaire terminate concession if it considers it necessary for public interest. Ordinance also provides Government may at any time on payment of compensation to Concessionaire take possession of any part of concession area if it considers it necessary for public purposes. Ordinance provides Concessionaire may at any time on payment of fixed sum to Government terminate concession. Ordinance provides Concessionaire may at any time on payment of fixed sum to Government terminate any part of concession area

COPY.

2255

Jordan

HAKIRYA.
2nd May, 1952.

To: M. Novomeysky Esq.
Jerusalem.

Further to the first paragraph of my letter to you of 28th April 1952 I want to add and to explain that in principle the Israel Government is always prepared to negotiate with the Jordan Government about a joint action towards the exploitation of the Dead Sea Minerals to the benefit of the two Countries.

At the same time I have to emphasise that until an agreement is reached with the Jordan Government the Israel Government intends to continue its efforts to complete at the earliest all the arrangements that are required for the renewal of the work and for extracting Potash from the Area under its jurisdiction.

sgd: M. SHARETT.

1638

Jerusalem Office.

xxxxxxxxxxxxxx xxxx
xxxxxxxxx

M.2255. 1147. 24th April, 1952.

SURFACE MAIL.

JORDAN GAZETTE.

We send you herewith further copies of the Jordan Gazette.

L.H.Monk.

ENCS.
LHM/EH.

FUEL OIL GENERAL/I.T.
M.2255.

24th April, 1952.

The Shell Co. of Palestine Ltd.,
St. Helen's Court,
Great St. Helen's,
London, E.C.3.

Dear Sirs,

JORDAN GAZETTE.

We thank you for your letter ABH/SMA of 22nd instant sending us further copies of the Jordan Gazette.

Yours faithfully,

For & on behalf of
PALESTINE POTASH LTD.

L.H.Monk
Assistant Secretary.

LHM/EH.

London

23rd April, 1952

For Ou

There are reports in the Jordan press that the Minister of Economic Affairs, in the debate on the Budget, stated that owing to the delicate position no progress had been made regarding the development of the Dead Sea. In answer to the tenders which had been sent out by the Jordan Government requesting offers from various firms for a concession only one reply had been received, from a British firm, and negotiations were continuing.

FOREIGN OFFICE
RECEIVED
1 [illegible] 1952
2255

THE SHELL COMPANY OF PALESTINE LIMITED

DIRECTORS: SIR GUY COOPER. F. A. C. GUÉPIN, (NETHERLAND). F. G. C. MORRIS. J. W. PLATT.

ST. HELEN'S COURT, GREAT ST. HELEN'S, LONDON, E.C.3.

TELEGRAPHIC ADDRESS:
SHELL LONDON.
ALL CODES USED.

TELEPHONE
AVENUE 4321

YOUR REF. OUR REF. FUEL OIL GENERAL/I.T. DATE. 22nd April 1952.

FUEL LONDON
RECEIVED
23 APR 1952
24/4/52
M2265

Palestine Potash Limited,
62, Pall Mall,
LONDON, S.W.1.

Dear Sirs,

JORDAN GAZETTE.

We have pleasure in enclosing herewith further copies of the Jordan Gazette which have just come to hand.

Yours truly,

For: THE SHELL COMPANY OF PALESTINE LIMITED.

A W Barber

sent by Surface Mail
to Jerusalem Office
24-4-52

ABH/SMA.

ENCLOSURE
7

THE SHELL COMPANY OF PALESTINE LIMITED

ST. HELEN'S COURT, GREAT ST. HELENS, LONDON E.C.3.

TELEPHONE: AVENUE 4074

TELEGRAMS: SHELLPAL, LONDON, AVENUE, LONDON

MIDDLE EAST GENERAL \ J.T.

22nd April 1952.

Palestine Potash Limited,
52, Pall Mall,
LONDON, S.W.1.

Dear Sirs,

JORDAN GAZETTE.

We have pleasure in enclosing herewith further copies of the Jordan Gazette which have just come to hand.

Yours truly,

For: THE SHELL COMPANY OF PALESTINE LIMITED.

ABE\BMA.

62, Pall Mall,
London, S.W.1.

xxxx

xxxxxxxxxxxxx xxx Jerusalem Office.

xxxxxxxxxx

M.2255. 1128. 15th April, 1952.

SURFACE MAIL.

JORDAN GAZETTE.

We send you herewith further copies of the Jordan Gazette.

L.H.Monk.

ENCS.
LHM/EH.

[illegible] [illegible] Jerusalem Office.

[illegible]

N.2223. 1128. 15th April, 1952.

[illegible] MAIL.

[illegible] DAGGETT.

We send you herewith further copies of the

Jordan Dossier.

I.H.Nash.

[illegible]

[illegible]

62, Pall Mal.
London, S.W.1.

xxxx

69, Pall Mall
London, S.W.1.

[illegible]

[illegible]

15th April, 1974.

The Shell Co. of Polynesia Ltd.,
St. Helen's Court,
Great St. Helen's,
London, E.C.3.

Dear Sirs,

[illegible]

We thank you for your letter MTL/BVA of

5th instant enquiring as further copies of the Sports

Gazette.

Yours faithfully,

For & on behalf of
PALMERIE [illegible] LTD.

E.K.Monk
Assistant Secretary.

MM/[illegible]

Copy to Mr. Stolar ✓

LONDON
RECEIVED
15 APR 1952
DOCUMENTS
FILE NO. 2253
SIGN IN PROGRESS

9th April, 1952.

I am sending you herewith draft of a letter to Mr. Ross, to which I propose to attach:-

(a) Copy of the Instructions for the Preparation of the Partnership Agreement

(b) Copy of a note on the meeting which was held on April 8th.

I will not send this letter, with its attachments, to Mr. Ross until I have heard whether you would like to change or amend it in any way.

You will notice that in the last paragraph of my letter to Ross I ask if he has any objection to your handing the note on the meeting of April 8th to the Government of Israel. I put this in because while it may be important not to give the Government of Israel the impression that we are scheming with the Foreign Office, it seems to me equally important that we should not give Mr. Ross the impression that we are telling the Government of Israel what he proposes to do without his knowledge.

Looking forward to hearing from you.

Yours very sincerely,

P.S. I leave for Glen at 8.30 p.m. on Thursday evening, 10th, returning to London on Wednesday 16th.

Mr. M.A. Novomeysky,
c/o Mr. Maiditch,
95 Rue Vaugirard,
Paris.

THE SHELL COMPANY OF PALESTINE LIMITED

DIRECTORS: SIR GUY COOPER. F. A. C. GUÉPIN, (NETHERLAND). F. G. C. MORRIS. J. W. PLATT.

ST. HELEN'S COURT, GREAT ST. HELEN'S, LONDON, E.C.3.

TELEGRAPHIC ADDRESS:
SHELL LONDON.
ALL CODES USED.

TELEPHONE
AVENUE 4321

YOUR REF. OUR REF: FUEL OIL GENERAL/I.T. DATE: 8th April 1952.

Palestine Potash Limited,
62, Pall Mall,
LONDON, S.W.1.

Dear Sirs,

JORDAN GAZETTE.

We have pleasure in enclosing herewith further copies of the Jordan Gazette which have just come to hand.

Yours truly,

For: THE SHELL COMPANY OF PALESTINE LIMITED.

H E Barber

PPL LONDON
RECEIVED
10 APR 1952

WDL/SMA.

ENCLOSURE
262

THE SHELL COMPANY OF PALESTINE LIMITED

ST. HELENS COURT, GREAT ST. HELENS, LONDON, E.C.1.

TELEGRAMS:
"SHELL, LONDON"
AND CABLEGRAMS.

TELEPHONE:
AVENUE 4321

WDL/SHA.

RUSH, OIL GENERAL/T.

8th April 1952.

Palestine Potash Limited,
62, Pall Mall,
LONDON, S.W.1.

Dear Sirs,

"JORDAN GAZETTE".

We have pleasure in enclosing herewith further copies of the Jordan Gazette which have just come to hand.

Yours truly,

For: THE SHELL COMPANY OF PALESTINE LIMITED.

WDL/SHA.

SHELL LONDON
APR 1952

File Jordan

2255 File Number 861/4 28/5

31st March, 1951.

Dear Stolar,

According to the Arab newspaper of 30th March "Falastin", the Economic Minister of the Jordan Government has issued an official announcement stating that he has issued ~~tenders~~ notices to several foreign companies interested in such matters to submit to him tenders giving their proposals for the development and use of the Potash resources of the Dead Sea.

The information was also broadcast by the ~~Arab~~ British controlled Near East Broadcasting station.

Although all this activity points to the fact that we should ensure that we are not the first to create a breach of the Concession, I am afraid that this argument cuts no ice here, where the general attitude is that they "couldn't care less", Naturally, I shall develop this point when the opportunity arises.

Yours sincerely,

Victor

A.Citron,
22, Alfasi St.,
Jerusalem.

אגרת אויר
AEROGRAMME

G.A.Stolar,
62, Pall Mall,
London, S.W.1
ENGLAND.

PAR AVION דואר אוי

קפל שלישי

כי יגשם משתו בפנים האגרת — תשולח זו בדואר רגיל.

קפל שני

קפל ראשון

62, Pall Mall,
London, S.W.1.

27th March, 1952.

S.2255. 1101.

A. Citron Esq.,
Jerusalem.

Dear Citron,

Press-Cutting.

Thank you for your letter L.1120/420 of 17th March with the attached Cutting of THE JERUSALEM POST of 14th March, reporting a statement by the Jordan Minister of Justice on the exploitation of the Dead Sea.

We have received a few days ago from the F.O. a letter which indicates that something of the kind referred to by the Minister may be in the offing.

You will, of course, be informed of any further developments.

Yours sincerely,

GAS/EH.

xxxxxxxx

xxxxxxxxxxxxxxxxxxxx
xxxxxxxxxxxx

N.2255. 1065. 28th February, 1952.

SURFACE MAIL.

JORDAN GAZETTE.

We send you herewith further copies of the Jordan Gazette.

L.H.Monk.

ENCS.
LHM/EH.

62, Pall Mall,
London, S.W.1.

xxxx

ALL COMMUNICATIONS TO BE ADDRESSED TO THE COMPANY.

TELEPHONE No.
AVENUE 4321.

TELEGRAPHIC ADDRESS:
"SHELL," LONDON.

THE SHELL COMPANY OF PALESTINE LIMITED.

DIRECTORS:
SIR GUY COOPER.
SIR GEORGE LEGH-JONES, M.B.E.
F. G. C. MORRIS.
J. W. PLATT.

27 FEB 1952
28-2-52
M.2265

ALL CODES USED

ST HELEN'S COURT,
GREAT ST HELEN'S,
LONDON, E.C.3.

IN REPLY PLEASE REFER TO
FUEL OIL GENERAL/I.T.

26th February, 1952.

Palestine Potash Limited,
62, Pall Mall,
LONDON, S.W.1.

Dear Sirs,

JORDAN GAZETTE.

We have pleasure in enclosing herewith further copies of the 'Jordan Gazette' which have just come to hand.

Sent by Surface Mail to Jerusalem Office 28-2-52.

Yours truly,

For: THE SHELL COMPANY OF PALESTINE LIMITED

P. Sharman

ENCLOSURE
340

WDL/JM.

Sent by Supply Mail
to Tamworth
Office
18-3-52

Taken by Mr. Rutenberg
19.2.52

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xxxxxxxxxxxx

S.2255. 1052. 18th February, 1952.

M.A.Novomeysky Esq.

Dear Mr. Novomeysky,

This morning Hani Hashim, who is still First Counsellor, telephoned and asked whether a new Corporation had been formed to work at the Dead Sea, whether the Israel Government will have a 51% control, and whether the Capital was being increased by $3½M.

I told him that these matters were still under negotiation, that the I.C. were putting up $2½M and efforts were being made to raise another $1M privately, and that while the $2½M or $3½M would be Loan Capital and not Share Capital, the plan envisaged that a few million Pounds would be raised in Israel partly privately and partly by Public Institutions.

I also explained to him that we had tried our best for nearly 4 years to raise Capital privately, but that our efforts had been frustrated by the unsettled political situation in the Middle East which had caused the City and potential American Subscribers to withdraw ~~efforts~~ offers they had previously made. I told him that we were doing all we could to arrange matters so as to avoid any infringement of the Concession.

He started his conversation by asking whether we had heard anything from Amman in response to the message sent through him. I told him that we hadn't and that, as he knew, we had done all we could to enlist the co-operation of the Jordan Government but even attempts by you to see them personally had evoked no response. All circumstances considered and in order to safeguard the interests of our Shareholders, the bulk of whom were British, our primary aim was to get our Works again into operation without delay, after having been idle for nearly 4 years.

He ended by saying that he was sure the arrangement would work to the satisfaction of our mutual interests, to which I replied that that was

(cont'd)

[illegible]

[illegible]

certainly our aim to which we were bending all our efforts.

I do not know the significance of this enquiry but will try and see him in about a week's time in order to find out.

Yours sincerely,

P.S. Hashim has just telephoned again to enquire what would happen to P.P.L. I said that negotiations are still going on but that what we have in mind is that it should remain the Operating Company under the Concession.

I drew his attention to the fact that the whole thing was an offer which is to be made by the new Corporation to our Shareholders, that it was subject to the Letters consent and to that of the Treasury here.

GAS/EH.

Taken by Mr. Rudinsky 19-2-52

FOLLOW UP COPY NOT SENT.

xxxxxxxxxx

xxxxxxxxx

certainly our aim to which we were bending all our efforts.

I do not know the significance of this enquiry but will try and see him in about a week's time in order to find out.

Yours sincerely,

P.S. Hashim has just telephoned again to enquire what would happen to P.P.L. I said that negotiations are still going on but that what we have in mind is that it should remain the Operating Company under the Concession.

I drew his attention to the fact that the whole thing was an offer which is to be made by the new Corporation to our Shareholders, that it was subject to the latters consent and to that of the Treasury here.

GAS/EH.

62, Pall Mall,
London, S.W.1.

xxxxxxxxx
Trafalgar 2241/3.

S.2255.

14th February, 1952.

Dear Glenconner,

I have just seen Hunter of the Foreign Office and ascertained from him the following:-

Just as Furlonge was about to leave for Amman the F.O. received a report from Chadwick about his conversation with you and referred it ten days ago to the Legation in Amman for their observations. Furlonge had barely any time to look at it before his departure. I said that we would be very much interested to know Furlonge's impression of how the agreement was likely to be regarded by Jordan. Hunter promised he would let us know as much as possible as soon as the reply came in.

Subject to this, however, he said that the Jordan Government were unlikely to do anything at present so long as there was no clear and undoubted infringement of the Concession, because they were realists and appreciated that while the Israel Government were prepared to put up money in order to get the Dead Sea Enterprise functioning again and to earmark what was due to Jordan under the Concession, they, themselves, were unable to do anything at present.

Meantime Jordan is trying to obtain finance to work their section of the Dead Sea Enterprise and also their Phosphate Deposits which, as you know, are of a higher grade than those in Israel. Hunter thought that if they succeed in enlisting foreign capital in the development of the Phosphate Deposits which will involve proper transport arrangements to Akaba, it will be easier for them to start up a Potash Works on their side of the Dead Sea. If and when that stage is reached they will do their best to find any loophole in our arrangements with the Government of Israel which will give them an excuse for cancelling our Concession. Their interpretation of the Concession, which is apparently shared by the Foreign Office, is that they would be legally entitled to one half of our Assets.

Hunter emphasised that the apparent indifferent attitude of the Jordan Government is likely to last only so long as there is no ~~strict~~ flagrant violation of the Concession Agreement and, as already stated, no finance is forthcoming for their own Dead Sea development plans.

(cont'd)

He said one thing, however, which may point to something to which Jordan is giving more immediate attention. He asked whether we had not been producing primarily Bromine at the North End. I deflected this question by saying that our production of Potash had been mainly at the South End because the Pan Area at the North was limited.

I am sending a copy of this letter to Mr. Novomeysky.

Yours sincerely,

Eul

Lord Glenconner,
C. Tennant Sons & Co. Ltd.,
4, Copthall Avenue,
London, E.C.2.

GAS/EH.

M.2255. 1026. 4th February, 1952.

SURFACE MAIL.

JORDAN GAZETTE.

We send you herewith further copies of the Jordan Gazette.

L.H.Monk.

ENCS.
LHM/ML.

62, Pall Mall,
London, S.W.1.

Trafalgar 2241/3.

FUEL OIL GENERAL/I.T.
M.2255.

4th February, 1952.

The Shell Co. of Palestine Ltd.,
St. Helen's Court,
Great St. Helen's,
London, E.C.3.

Dear Sirs,

JORDAN GAZETTE.

We thank you for your letter ABH/JM of 4th instant sending us further copies of the Jordan Gazette.

Yours faithfully,

For & on behalf of
PALESTINE POTASH LTD.

L.H.Monk
Assistant Secretary.

LHM/NL.

ALL COMMUNICATIONS TO BE ADDRESSED TO THE COMPANY.

TELEPHONE NO.
AVENUE 4321.

TELEGRAPHIC ADDRESS:
"SHELL," LONDON.

THE SHELL COMPANY OF PALESTINE LIMITED.

DIRECTORS:
SIR GUY COOPER.
SIR GEORGE LEGH-JONES, M.B.E.
F. G. C. MORRIS.
J. W. PLATT.

ALL CODES USED

ST HELEN'S COURT,
GREAT ST HELEN'S,
LONDON, E.C.3.

IN REPLY PLEASE REFER TO
FUEL OIL GENERAL/I.T.

4th February, 1952.

Palestine Potash Limited,
62, Pall Mall,
LONDON, S.W.1.

P.P.L. LONDON
RECEIVED
4 FEB 1952

Sent by Surface Mail to Jerusalem office 4-2-52.

Dear Sirs,

4-2-52.

JORDAN GAZETTE.

We have pleasure in enclosing herewith further copies of the 'Jordan Gazette' which have just come to hand.

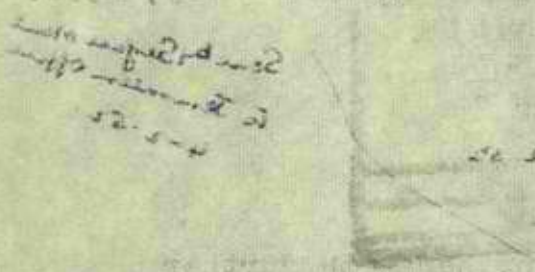
Yours truly,

For: THE SHELL COMPANY OF PALESTINE LIMITED.

A. Hanna.

ENCLOSURE 226

ABH/JM



PALESTINE POTASH LTD.

Our ref. L.1085/420 23rd January, 1952

From JERUSALEM OFFICE | To LONDON OFFICE

Your Ref. S.2255

Dear Stolar,

Thank you for your letter No. 1005 of the 17th January, enclosing copy of a letter you received from the Foreign Office. This arrived after Mr.Novomeysky's departure and I shall be glad if you will draw his attention to the Foreign Office's letter of the 15th January.

Yours sincerely,

sgd: A.Citron
AC/RS

F.P.L. LONDON
RECEIVED
31 JAN 1952

PALESTINE POTASH LTD.

Our ref. L. 1005/MPO 27th January, 1952

From: JERUSALEM OFFICE | To: [illegible] CAIRO

Your ref. 8.1252

Dear Sir,

Thank you for your letter No. 1005 of the 11th January, enclosing copy of a letter you received from the Foreign Office. This arrived after the movements departure and I shall be glad if you will make his observation to the Foreign Office's letter of the 11th January.

Yours sincerely,

Encl. L. Ottman
MPO/MS

F.R.L. LONDON
HE(GENERL)
31 JAN 1952

xxxxxxxxx

xxxxxxxxxxxxxxxxxx
xxxxxxxxxxx

M.2275. 1008. 18th January, 1952.

SURFACE MAIL.

JORDAN OFFICIAL GAZETTE.

We send you herewith further copies of the Jordan Official Gazette.

L.H.Monk.

ENCS.
LHM/EH.

62, Pall Mall,
London, S.W.1.

xxxxxxxxxx
Trafalgar 2241/3.

FUEL OIL GENERAL/I.T.
M.2255.

xxxxxxxxxxxxxxxxxxxx
xxxxxxxxxxxxx

18th January, 1952.

The Shell Co. of Palestine Ltd.,
St. Helen's Court,
Great St. Helen's,
London, E.C.3.

Dear Sirs,

JORDAN OFFICIAL GAZETTE.

We thank you for your letter WDL/AP of 15th instant sending us further copies of the Jordan Official Gazette.

Yours faithfully,

For & on behalf of
PALESTINE POTASH LTD.

L.H.Monk
Assistant Secretary.

LHM/NH.

xxxxxxxxx

xxxxxxxxxxxxxxxxxx
xxxxxxxxxxx

S.2255. 1005. 17th January, 1952.

AIRMAIL.

CONFIDENTIAL.

A.Citron Esq.

Dear Citron,

Some time ago you sent me a Cutting from "THE JERUSALEM POST" of 29th October, stating that "the exploitation of the mineral resources of the Dead Sea has been given top priority by the Jordan Government" according to a Statement made to "A-Diffa" by Sulemin Pasha Sukar, the Jordan Minister of Commerce. You asked me then to make enquiries through the Foreign Office.

About the same time, according to a Statement made by King Tal in an Address to the Jordan National Assembly regarding plans to deal with the Country's economic condition it was stated that a Jordan Delegation was being sent Abroad to secure funds for development of a number of Chemicals found in Jordan including Potash, Kaolin, High Grade Phosphates, Bituminous Limestone, Manganese, Copper, Gypsum, Quartzite, Barytes and Feldspar.

As requested I made enquiries from the F.O. and have only just heard from them. A copy of their letter of 15th January is attached. The Jordan Delegn. did not contact us.

Yours sincerely,

ENC.
GAS/EH.

COPY.

(ET 1293/2)

CONFIDENTIAL.

FOREIGN OFFICE, S.W.1.

15th January, 1952.

Dear Stolar,

Thank you for your letter S 743 of the 20th December about the exploitation of potash resources in Jordan. I am sorry to have been so long in answering it.

You will be aware that the Jordan Delegation mentioned in the Mining Journal's paragraph of the 14th December had discussions with the Treasury and the Foreign Office. In the course of these the Delegation mentioned their Government's desire to exploit the potash resources of the Dead Sea. They were advised to get in touch with Palestine Potash Limited, but we did not learn whether they did so, as they did not raise the subject again.

In view of the Delegation's enquiry we did not at the time seek further information from Amman. We are now doing so however and shall inform you in due course of the result.

Yours sincerely,

(sgd.) J.M.HUNTER.

G.A. Stolar, Esq.,
Palestine Potash Limited,
62, Pall Mall,
S.W.1.

THE SHELL COMPANY OF PALESTINE LIMITED

DIRECTORS: SIR GUY COOPER. F. A. C. GUÉPIN, (NETHERLAND). F. G. C. MORRIS. J. W. PLATT.

ST. HELEN'S COURT, GREAT ST. HELEN'S, LONDON, E.C.3.

TELEGRAPHIC ADDRESS:
SHELL LONDON.
ALL CODES USED.

TELEPHONE
AVENUE 4321

YOUR REF. OUR REF. DATE.

FUEL OIL GENERAL/I.T. 15th January, 1952.

Palestine Potash Limited,
62 Pall Mall,
LONDON, S.W.1.

Dear Sirs,

JORDAN OFFICIAL GAZETTE

We enclose herewith further copies of the Jordan Gazette which have just come to hand.

Yours truly,

For: THE SHELL COMPANY OF PALESTINE LIMITED.

P. Shaw

WDL/AP.

P.P.L. LONDON
RECEIVED
17 JAN 1952
18-1-1952
M. 2255

Sent by Surface Mail
to Jerusalem Office
18-1-1952

Trans-Jordan No. 1 (1946)

TREATY OF ALLIANCE

BETWEEN HIS MAJESTY IN RESPECT OF THE UNITED KINGDOM AND HIS HIGHNESS THE AMIR OF TRANS-JORDAN

[WITH ANNEX AND EXCHANGE OF NOTES]

LONDON, 22ND MARCH, 1946

[THIS TREATY HAS NOT BEEN RATIFIED BY HIS MAJESTY]

Presented by the Secretary of State for Foreign Affairs to Parliament by Command of His Majesty

LONDON
HIS MAJESTY'S STATIONERY OFFICE
TWOPENCE NET

Cmd. 6779

Treaty of Alliance between His Majesty in respect of the United Kingdom and His Highness the Amir of Trans-Jordan.

London, 22nd March, 1946.

His Majesty The King of Great Britain, Ireland and the British Dominions beyond the seas, Emperor of India, and His Highness The Amir of Trans-Jordan;

Considering that the Government of the United Kingdom of Great Britain and Northern Ireland have formally declared in the General Assembly of the United Nations Organisation that they intend to recognise the status of Trans-Jordan as a sovereign independent State; and

Desiring to define the relations which will subsist between them in future as independent Sovereigns on the terms of complete freedom, equality and independence, and to consolidate and perpetuate the relations of friendship and good understanding which have hitherto subsisted between them,

Have decided to conclude a treaty of friendship and alliance for this purpose and have appointed as their plenipotentiaries:—

His Majesty The King of Great Britain, Ireland and the British Dominions beyond the seas, Emperor of India (hereinafter referred to as His Majesty The King);

For the United Kingdom of Great Britain and Northern Ireland;

The Right Honourable Ernest Bevin, M.P., His Majesty's Principal Secretary of State for Foreign Affairs;

Arthur Creech Jones, M.P., Parliamentary Under-Secretary of State for the Colonies;

His Highness The Amir of Trans-Jordan;

His Excellency Ibrahim Pasha Hashim, Order of the Nahda, Murassa'a, Order of the Istiglal, First Class, C.B.E., Prime Minister of Trans-Jordan and Minister of Defence;

Who, having communicated their full powers, found in good and due form, have agreed as follows:—

Article 1.

His Majesty The King recognises Trans-Jordan as a fully independent State and His Highness The Amir as the sovereign thereof.

There shall be perpetual peace and friendship between His Majesty The King and His Highness The Amir of Trans-Jordan.

There shall be established between the High Contracting Parties a close alliance in consecration of their friendship, their cordial understanding and their good relations and there shall be full and frank consultation between them in all matters of foreign policy which may affect their common interests.

Each of the High Contracting Parties undertakes not to adopt in foreign countries an attitude which is inconsistent with the alliance or might create difficulties for the other party thereto.

ARTICLE 2.

Each High Contracting Party will be represented at the Court of the other High Contracting Party by a diplomatic representative duly accredited.

ARTICLE 3.

It is understood between the High Contracting Parties that responsibility for the maintenance of internal order in Trans-Jordan and, subject to the provisions of Article 5 below, for the defence of Trans-Jordan from external aggression rests with His Highness The Amir of Trans-Jordan.

ARTICLE 4.

Should a dispute arise with a third State, the continuance of which is likely to endanger the maintenance of international peace and security, the High Contracting Parties will, first of all, concert together to seek a solution by peaceful means as provided in Article 33 of the Charter of the United Nations.

ARTICLE 5.

Should either High Contracting Party, notwithstanding the provisions of Article 4 of the present Treaty, become involved in hostilities, as a result of armed attack by a third party, the other High Contracting Party will, subject always to the provisions of Article 12 of the present Treaty, immediately come to his aid as a measure of collective self-defence. In the event of an imminent menace of hostilities the High Contracting Parties will immediately concert together the necessary measures of defence.

ARTICLE 6.

In order to facilitate the discharge of the mutual obligations under Article 5 above, the High Contracting Parties have agreed to the provisions set forth in the Annex to the present Treaty.

ARTICLE 7.

His Majesty The King will make every endeavour to obtain for His Highness's Government the services of any experts or officials with technical qualifications of whom Trans-Jordan may stand in need.

ARTICLE 8.

1. All obligations and responsibilities devolving on His Majesty The King in respect of Trans-Jordan in respect of any international instrument which is not legally terminated should devolve on His Highness The Amir of Trans-Jordan alone, and the High Contracting Parties will immediately take such steps as may be necessary to secure the transfer to His Highness The Amir of these responsibilities.

2. Any general international treaty, convention or agreement which has been made applicable to Trans-Jordan by His Majesty The King (or by his Government in the United Kingdom) as mandatory shall continue to be observed by His Highness The Amir until His Highness The Amir (or his Government) becomes a separate contracting party thereto or the instrument in question is legally terminated in respect of Trans-Jordan.

ARTICLE 9.

1. The High Contracting Parties will open negotiations for a Commercial and Establishment Agreement as soon as practicable.

2. Until the conclusion of the Agreement referred to in paragraph 1, or until the expiry of two years from the date of signature of the present Treaty, whichever is the earlier, each High Contracting Party will maintain in relation to the nationals and commerce of the other the régime applying at the date of signature of the Treaty; provided that neither High Contracting Party will extend to the nationals or commerce of the other treatment less favourable in any respect than that which he accords to the nationals and commerce of the most favoured foreign country.

3. The provisions of the second paragraph of this Article apply to the colonies, overseas territories and protectorates of His Majesty The King and the territories administered by His Majesty's Government in the United Kingdom under mandate or trusteeship.

4. The High Contracting Parties agree that the provisions of the second paragraph of this Article with regard to the grant of the treatment of the most favoured foreign country shall not extend to—

(1) Any special customs privileges which at the date of signature of this Treaty His Highness The Amir accords to goods produced or manufactured in any territory which in 1914 was wholly included in Asiatic Turkey or Arabia provided that such privileges are not accorded to any other foreign country, or

(2) customs privileges granted by one of the High Contracting Parties to a third country in virtue of a Customs Union which has already been or may hereafter be concluded.

ARTICLE 10.

It is agreed by the High Contracting Parties that commercial concessions granted in respect of Trans-Jordan territory prior to the signature of this Treaty shall continue to be valid for the periods specified in their texts.

ARTICLE 11.

On the coming into force of the present Treaty the Agreement between His Majesty The King and His Highness The Amir dated the 20th February, 1928,(1) and subsequently revised by further Agreements dated the 2nd June, 1934,(2) and the 19th July, 1941,(3) shall cease to have effect.

ARTICLE 12.

Nothing in the present Treaty is intended to or shall in any way prejudice the rights and obligations which devolve, or may devolve, upon either of the High Contracting Parties under the Charter of the United Nations or, save as may result from the provisions of Articles 8 and 11, under any other international agreements, conventions or treaties.

ARTICLE 13.

Should any difference arise relative to the application or the interpretation of the present Treaty, and should the High Contracting Parties fail to settle such difference by direct negotiation, the difference shall be referred to the International Court of Justice unless the parties agree to another mode of settlement.

ARTICLE 14.

The present Treaty shall be ratified and shall come into force upon the exchange of instruments of ratification, which shall take place as soon as possible.

(1) "Treaty Series No. 7 (1930)," Cmd. 3488.
(2) "Treaty Series No. 34 (1935)," Cmd. 4999.
(3) Cmd. 6323.

The present Treaty shall remain in force for a period of twenty-five years from the date of its coming into force, and thereafter it shall remain in force until the expiry of one year after a notice of termination has been given by one High Contracting Party to the other through the diplomatic channel.

In witness whereof the above-named plenipotentiaries have signed the present Treaty and affixed thereto their seals.

Done in duplicate in London, this twenty-second day of March, 1946, in the English and Arabic languages, both texts being equally authentic.

(L.S.) ERNEST BEVIN.
(L.S.) A. CREECH JONES.
(L.S.) IBRAHIM HASHIM.

ANNEX.

Article 1.

His Majesty The King may station armed forces in Trans-Jordan in places where they are stationed at the date of signature of the present Treaty, and in such other places as may be agreed upon, and His Highness The Amir will provide all the facilities necessary for their accommodation and maintenance and the storage of their ammunition and supplies, including the lease of any land required. Any private rights on such land will, if necessary, be expropriated.

Article 2.

His Highness The Amir of Trans-Jordan will grant facilities at all times for the movement and training of the armed forces of His Majesty The King, and for the transport of the supplies of fuel, ordnance, ammunition and other materials required by these forces, by air, road, railway, water-way and pipe-line and through the ports of Trans-Jordan.

Article 3.

The armed forces of His Majesty The King will have the right to use their own systems of signal communication, including wireless.

Article 4.

His Highness The Amir of Trans-Jordan will safeguard, maintain and develop as necessary in consultation with the Government of the United Kingdom the ports and lines of communication in and across Trans-Jordan, required for the free movement and maintenance of His Majesty's armed forces, and will call upon His Majesty's assistance as may be required for this purpose.

Article 5.

His Majesty The King will reimburse to His Highness The Amir all expenditure to which His Highness's Government is put in connection with the provision of the facilities mentioned in Articles 1, 2 and 4 of this Annex and will repair or pay compensation for any damage arising from actions by members of His Majesty's armed forces other than damage caused in military operations undertaken in accordance with Article 5 of this Treaty as a result of an attack on Trans-Jordan.

ARTICLE 6.

Pending the conclusion of an agreement between the High Contracting Parties defining in detail the jurisdictional and fiscal immunities of members of the forces of His Majesty The King in Trans-Jordan, they will continue to enjoy the immunities which are accorded to them at present.

ARTICLE 7.

No demand will be made for the payment by His Majesty The King of any Trans-Jordan taxation in respect of immovable property leased or owned by His Majesty or in respect of his movable property, including customs duty on goods imported or exported by or on behalf of His Majesty.

ARTICLE 8.

His Majesty The King will afford financial assistance to His Highness The Amir in meeting the cost of the military units of the Amir's forces which are required to ensure the purposes of Article 5 of the Treaty. The strength of such units will be agreed upon annually by the High Contracting Parties, and His Highness The Amir will enable His Majesty's representative in Trans-Jordan to ascertain that the funds in question are expended for the purpose for which they are issued.

ARTICLE 9.

In view of the desirability of identity in training and methods between the Trans-Jordan and British armies:—

(1) His Majesty The King will provide any British officers whose services are required to ensure the efficiency of the military units of the Amir's forces.

(2) His Majesty The King will (*a*) afford all possible facilities to His Highness The Amir of Trans-Jordan for the military and aeronautical instruction of Trans-Jordan officers at schools of instruction maintained for His Majesty's forces, and (*b*) provide arms, ammunition, equipment and aircraft and other war material for the forces of His Highness The Amir of Trans-Jordan.

(3) His Highness The Amir will (*a*) meet the cost of instruction and equipment referred to in paragraph (2), (*b*) ensure that the armament and essential equipment of his forces shall not differ in type from those of the forces of His Majesty The King, (*c*) send any personnel of his forces, that may be sent abroad for training, to military schools, colleges and training centres maintained for His Majesty's forces.

ARTICLE 10.

At the request of either of them the High Contracting Parties will consult together at any time to consider whether it is desirable to introduce by agreement any amendments to the provisions of this Annex designed to give fuller effect to its purposes.

E. B.
A. C. J.
I. H.

Exchange of Notes.

No. 1.

Ibrahim Pasha Hashim to Mr. Ernest Bevin.

(Translation.)

Your Excellency, *London, 22nd March, 1946.*

At the moment of the signature of the Treaty of Alliance, I have the honour on behalf of His Highness the Amir of Trans-Jordan to declare that the Trans-Jordan Government are prepared, for their part, to regard the Hadda Agreement, signed on the 2nd November, 1925,(4) as remaining in force between Trans-Jordan and the Kingdom of Saudi Arabia if the Government of Saudi Arabia is also willing to make a similar declaration.

I have, &c.

(Signed) IBRAHIM HASHIM.

No. 2.

Mr. Ernest Bevin to Ibrahim Pasha Hashim.

Foreign Office,

Your Excellency, *London, 22nd March, 1946.*

I have the honour to acknowledge the receipt of Your Excellency's Note of to-day's date containing a declaration that the Trans-Jordan Government are prepared, for their part, to regard the Hadda Agreement, signed on the 2nd November, 1925, as remaining in force between Trans-Jordan and the Kingdom of Saudi Arabia if the Government of Saudi Arabia are also willing to make a similar declaration.

I have, &c.

(Signed) ERNEST BEVIN.

No. 3.

Ibrahim Pasha Hashim to Mr. Ernest Bevin.

(Translation.)

Your Excellency, *London, 22nd March, 1946.*

At the moment of signature of the Treaty of Alliance, I have the honour to place on record the desire of the Trans-Jordan Government that the Palestine Railways should continue to operate on their behalf the Trans-Jordan section of the Hejaz Railway, and that negotiations with the object of deciding upon agreed financial and administrative arrangements to this end shall be opened as soon as possible between the Governments of Trans-Jordan and Palestine.

I have, &c.

(Signed) IBRAHIM HASHIM.

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(4) Cmd. 2566.

No. 4.

Mr. Ernest Bevin to Ibrahim Pasha Hashim.

Foreign Office,
London, 22nd March, 1946.

Your Excellency,

I HAVE the honour to acknowledge the receipt of Your Excellency's Note of to-day's date on the subject of the Hejaz Railway and to inform you that His Majesty's Government in the United Kingdom agree that the Palestine Railways shall continue to operate, on behalf of the Trans-Jordan Government, the Trans-Jordan section of the Hejaz Railway and that negotiations with the object of deciding upon agreed financial and administrative arrangements to this end shall be opened as soon as possible between the Governments of Trans-Jordan and Palestine.

I have, &c.
(Signed) ERNEST BEVIN.

No. 5.

Ibrahim Pasha Hashim to Mr. Ernest Bevin.

(Translation.)

Your Excellency,

London, 22nd March, 1946.

ON the occasion of the signature of the Treaty of Alliance, I have the honour to inform you that the Trans-Jordan Government agree that the existing arrangements for the use of Palestinian currency in Trans-Jordan shall continue until modified after consultation between the Governments of Trans-Jordan and of the United Kingdom. No modification in these arrangements will be made until twelve months have expired after the date on which either Government has notified the other of its desire to engage in consultation on the matter.

I have, &c.
(Signed) IBRAHIM HASHIM.

No. 6.

Mr. Ernest Bevin to Ibrahim Pasha Hashim.

Foreign Office,
London, 22nd March, 1946.

Your Excellency,

I HAVE the honour to acknowledge the receipt of Your Excellency's Note of to-day's date regarding the continued use of Palestinian currency in Trans-Jordan and to state that the arrangements therein recorded are fully acceptable to His Majesty's Government.

I have, &c.
(Signed) ERNEST BEVIN.

No. 7.

Ibrahim Pasha Hashim to Mr. Ernest Bevin.

(Translation.)

Your Excellency,

London, 22nd March, 1946.

AT the moment of the signature of the Treaty of Alliance, I have the honour on behalf of His Highness the Amir of Trans-Jordan to declare that

the Trans-Jordan Government agree that the fisheries installation maintained by the Palestine Government in Trans-Jordan territory at Aqaba shall continue to operate under existing conditions, pending modification of those conditions by agreement as a result of negotiations between the Governments of Trans-Jordan and Palestine which will be opened as soon as possible.

I have, &c.
(Signed) IBRAHIM HASHIM.

No. 8.

Mr. Ernest Bevin to Ibrahim Pasha Hashim.

Foreign Office,
London, 22nd March, 1946.

Your Excellency,

I HAVE the honour to acknowledge the receipt of Your Excellency's Note of to-day's date regarding the fisheries installation maintained by the Palestine Government at Aqaba and to state that the arrangement therein recorded is fully acceptable to His Majesty's Government.

I have, &c.
(Signed) ERNEST BEVIN.

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TRANS-JORDAN

Treaty Series No. 32 (1946)

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TREATY OF ALLIANCE

BETWEEN HIS MAJESTY
IN RESPECT OF THE UNITED KINGDOM
AND HIS HIGHNESS THE AMIR OF TRANS-JORDAN

[WITH ANNEX AND EXCHANGE OF NOTES]

"Transjordan No. 1 (1948)

LONDON, 22ND MARCH, 1946

(Ratifications exchanged at Amman, June 17, 1946)

eC. Art. 9.

Presented by the Secretary of State for Foreign Affairs to Parliament by Command of His Majesty

LONDON
HIS MAJESTY'S STATIONERY OFFICE
FOURPENCE NET

Cmd. 6916

Treaty of Alliance between His Majesty in respect of the United Kingdom and His Highness the Amir of Trans-Jordan.

London, 22nd March, 1946.

His Majesty The King of Great Britain, Ireland and the British Dominions beyond the seas, Emperor of India, and His Highness The Amir of Trans-Jordan;

Considering that the Government of the United Kingdom of Great Britain and Northern Ireland have formally declared in the General Assembly of the United Nations Organisation that they intend to recognise the status of Trans-Jordan as a sovereign independent State; and

Desiring to define the relations which will subsist between them in future as independent Sovereigns on the terms of complete freedom, equality and independence, and to consolidate and perpetuate the relations of friendship and good understanding which have hitherto subsisted between them,

Have decided to conclude a treaty of friendship and alliance for this purpose and have appointed as their plenipotentiaries:—

His Majesty The King of Great Britain, Ireland and the British Dominions beyond the seas, Emperor of India (hereinafter referred to as His Majesty The King);

For the United Kingdom of Great Britain and Northern Ireland;

The Right Honourable Ernest Bevin, M.P., His Majesty's Principal Secretary of State for Foreign Affairs;

Arthur Creech Jones, M.P., Parliamentary Under-Secretary of State for the Colonies;

His Highness The Amir of Trans-Jordan;

His Excellency Ibrahim Pasha Hashim, Order of the Nahda, Murassa'a, Order of the Istiglal, First Class, C.B.E., Prime Minister of Trans-Jordan and Minister of Defence;

Who, having communicated their full powers, found in good and due form, have agreed as follows:—

Article 1.

His Majesty The King recognises Trans-Jordan as a fully independent State and His Highness The Amir as the sovereign thereof.

There shall be perpetual peace and friendship between His Majesty The King and His Highness The Amir of Trans-Jordan.

There shall be established between the High Contracting Parties a close alliance in consecration of their friendship, their cordial understanding and their good relations and there shall be full and frank consultation between them in all matters of foreign policy which may affect their common interests.

Each of the High Contracting Parties undertakes not to adopt in foreign countries an attitude which is inconsistent with the alliance or might create difficulties for the other party thereto.

ARTICLE 2.

Each High Contracting Party will be represented at the Court of the other High Contracting Party by a diplomatic representative duly accredited.

ARTICLE 3.

It is understood between the High Contracting Parties that responsibility for the maintenance of internal order in Trans-Jordan and, subject to the provisions of Article 5 below, for the defence of Trans-Jordan from external aggression rests with His Highness The Amir of Trans-Jordan.

ARTICLE 4.

Should a dispute arise with a third State, the continuance of which is likely to endanger the maintenance of international peace and security, the High Contracting Parties will, first of all, concert together to seek a solution by peaceful means as provided in Article 33 of the Charter of the United Nations.

ARTICLE 5.

Should either High Contracting Party, notwithstanding the provisions of Article 4 of the present Treaty, become involved in hostilities, as a result of armed attack by a third party, the other High Contracting Party will, subject always to the provisions of Article 12 of the present Treaty, immediately come to his aid as a measure of collective self-defence. In the event of an imminent menace of hostilities the High Contracting Parties will immediately concert together the necessary measures of defence.

ARTICLE 6.

In order to facilitate the discharge of the mutual obligations under Article 5 above, the High Contracting Parties have agreed to the provisions set forth in the Annex to the present Treaty.

ARTICLE 7.

His Majesty The King will make every endeavour to obtain for His Highness's Government the services of any experts or officials with technical qualifications of whom Trans-Jordan may stand in need.

ARTICLE 8.

1. All obligations and responsibilities devolving on His Majesty The King in respect of Trans-Jordan in respect of any international instrument which is not legally terminated should devolve on His Highness The Amir of Trans-Jordan alone, and the High Contracting Parties will immediately take such steps as may be necessary to secure the transfer to His Highness The Amir of these responsibilities.

2. Any general international treaty, convention or agreement which has been made applicable to Trans-Jordan by His Majesty The King (or by his Government in the United Kingdom) as mandatory shall continue to be observed by His Highness The Amir until His Highness The Amir (or his Government) becomes a separate contracting party thereto or the instrument in question is legally terminated in respect of Trans-Jordan.

ARTICLE 9.

1. The High Contracting Parties will open negotiations for a Commercial and Establishment Agreement as soon as practicable.

2. Until the conclusion of the Agreement referred to in paragraph 1, or until the expiry of two years from the date of signature of the present Treaty, whichever is the earlier, each High Contracting Party will maintain in relation to the nationals and commerce of the other the régime applying at the date of signature of the Treaty; provided that neither High Contracting Party will extend to the nationals or commerce of the other treatment less favourable in any respect than that which he accords to the nationals and commerce of the most favoured foreign country.

3. The provisions of the second paragraph of this Article apply to the colonies, overseas territories and protectorates of His Majesty The King and the territories administered by His Majesty's Government in the United Kingdom under mandate or trusteeship.

4. The High Contracting Parties agree that the provisions of the second paragraph of this Article with regard to the grant of the treatment of the most favoured foreign country shall not extend to—

(1) Any special customs privileges which at the date of signature of this Treaty His Highness The Amir accords to goods produced or manufactured in any territory which in 1914 was wholly included in Asiatic Turkey or Arabia provided that such privileges are not accorded to any other foreign country, or

(2) customs privileges granted by one of the High Contracting Parties to a third country in virtue of a Customs Union which has already been or may hereafter be concluded.

ARTICLE 10.

It is agreed by the High Contracting Parties that commercial concessions granted in respect of Trans-Jordan territory prior to the signature of this Treaty shall continue to be valid for the periods specified in their texts.

ARTICLE 11.

On the coming into force of the present Treaty the Agreement between His Majesty The King and His Highness The Amir dated the 20th February, 1928,(1) and subsequently revised by further Agreements dated the 2nd June, 1934,(2) and the 19th July, 1941,(3) shall cease to have effect.

ARTICLE 12.

Nothing in the present Treaty is intended to or shall in any way prejudice the rights and obligations which devolve, or may devolve, upon either of the High Contracting Parties under the Charter of the United Nations or, save as may result from the provisions of Articles 8 and 11, under any other international agreements, conventions or treaties.

ARTICLE 13.

Should any difference arise relative to the application or the interpretation of the present Treaty, and should the High Contracting Parties fail to settle such difference by direct negotiation, the difference shall be referred to the International Court of Justice unless the parties agree to another mode of settlement.

ARTICLE 14.

The present Treaty shall be ratified and shall come into force upon the exchange of instruments of ratification, which shall take place as soon as possible.

(1) "Treaty Series No. 7 (1930)," Cmd. 3488.
(2) "Treaty Series No. 34 (1935)," Cmd. 4999.
(3) Cmd. 6323.

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In witness whereof the above-named plenipotentiaries have signed the present Treaty and affixed thereto their seals.

Done in duplicate in London, this twenty-second day of March, 1946, in the English and Arabic languages, both texts being equally authentic.

(L.S.) ERNEST BEVIN.
(L.S.) A. CREECH JONES.
(L.S.) IBRAHIM HASHIM.

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His Majesty The King may station armed forces in Trans-Jordan in places where they are stationed at the date of signature of the present Treaty, and in such other places as may be agreed upon, and His Highness The Amir will provide all the facilities necessary for their accommodation and maintenance and the storage of their ammunition and supplies, including the lease of any land required. Any private rights on such land will, if necessary, be expropriated.

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Article 5.

His Majesty The King will reimburse to His Highness The Amir all expenditure to which His Highness's Government is put in connection with the provision of the facilities mentioned in Articles 1, 2 and 4 of this Annex and will repair or pay compensation for any damage arising from actions by members of His Majesty's armed forces other than damage caused in military operations undertaken in accordance with Article 5 of this Treaty as a result of an attack on Trans-Jordan.

ARTICLE 6.

Pending the conclusion of an agreement between the High Contracting Parties defining in detail the jurisdictional and fiscal immunities of members of the forces of His Majesty The King in Trans-Jordan, they will continue to enjoy the immunities which are accorded to them at present.

ARTICLE 7.

No demand will be made for the payment by His Majesty The King of any Trans-Jordan taxation in respect of immovable property leased or owned by His Majesty or in respect of his movable property, including customs duty on goods imported or exported by or on behalf of His Majesty.

ARTICLE 8.

His Majesty The King will afford financial assistance to His Highness The Amir in meeting the cost of the military units of the Amir's forces which are required to ensure the purposes of Article 5 of the Treaty. The strength of such units will be agreed upon annually by the High Contracting Parties, and His Highness The Amir will enable His Majesty's representative in Trans-Jordan to ascertain that the funds in question are expended for the purpose for which they are issued.

ARTICLE 9.

In view of the desirability of identity in training and methods between the Trans-Jordan and British armies:—

(1) His Majesty The King will provide any British officers whose services are required to ensure the efficiency of the military units of the Amir's forces.

(2) His Majesty The King will (*a*) afford all possible facilities to His Highness The Amir of Trans-Jordan for the military and aeronautical instruction of Trans-Jordan officers at schools of instruction maintained for His Majesty's forces, and (*b*) provide arms, ammunition, equipment and aircraft and other war material for the forces of His Highness The Amir of Trans-Jordan.

(3) His Highness The Amir will (*a*) meet the cost of instruction and equipment referred to in paragraph (2), (*b*) ensure that the armament and essential equipment of his forces shall not differ in type from those of the forces of His Majesty The King, (*c*) send any personnel of his forces, that may be sent abroad for training, to military schools, colleges and training centres maintained for His Majesty's forces.

ARTICLE 10.

At the request of either of them the High Contracting Parties will consult together at any time to consider whether it is desirable to introduce by agreement any amendments to the provisions of this Annex designed to give fuller effect to its purposes.

E. B.
A. C. J.
I. H.

المادة التاسعة

بالنظر للرغبة في تجانس التدريب والاساليب بين الجيشين الاردني والبريطاني

١ – يقدم صاحب الجلالة الملك الضباط البريطانيين الذين تلزم خدماتهم لضمان كفاءة الاقسام الحربية من قوات سمو الامير .

٢ – يقوم صاحب الجلالة الملك

(ا) بتقديم جميع التسهيلات الممكنة الى صاحب السمو امير شرق الاردن من اجل اعطاء دروس حربية وجوية الى الضباط الاردنيين في مدارس التعليم المعدة لقوات جلالته .

(ب) وبتقديم الاسلحة والذخيرة والتجهيزات والطائرات والمواد الحربية الاخرى الى قوات صاحب السمو امير شرق الاردن .

٣ – يقوم صاحب السمو الامير

(ا) بدفع تكاليف التعليم والتجهيزات المشار اليها في الفقرة الثانية .

(ب) وبالتأكد من ان اسلحة قواته وتجهيزاتها الضرورية لاتختلف في نوعها عن تلك التي تستعملها قوات جلالة الملك .

(ج) وبارسال من يمكن ارساله الى الخارج من افراد قواته قصد التدريب الى المدارس الحربية والكليات ومراكز التدريب المعدة لقوات جلالته .

المادة العاشرة

يقيم الفريقان الساميان المتعاقدان لدى طلب احدهما بالتشاور مع بعضهما البعض في اي وقت للنظر فيما اذا كان من المرغوب فيه ان يدخلا بالاتفاق اي تعديل في نصوص هذا الملحق يكون القصد منه جعل فعاليته اوفى من اجل اغراضه .

ا . هـ

المادة الخامسة

يعوض صاحب الجلالة الملك لصاحب السمو الامير جميع النفقات التي تتكبدها حكومة سموه فيما يتعلق بتقديم التسهيلات المذكورة بالمواد الاولى والثانية والرابعة من هذا الملحق ويقوم بأصلاح اي ضرر ينشأ من اعمال افراد قوات جلالته المسلحة او يدفع تعويض عنها باستثناء الضرر الناجم عن العمليات الحربية المتخذة بموجب المادة الخامسة من هذه المعاهدة كنتيجة لهجوم موجه الى شرق الاردن .

المادة السادسة

الى ان يعقد اتفاق بين الفريقين الساميين المتعاقدين لتعيين بصورة مفصلة الحصانة القضائية والمالية لأفراد قوات جلالة الملك في شرق الاردن يظل هؤلاء الافراد متمتعين بالحصانة المعطاة لهم في الوقت الحاضر .

المادة السابعة

لا يطلب من صاحب الجلالة الملك دفع اية ضريبة اردنية عن الاموال غير المنقولة المؤجرة له او التي يمتلكها او عن امواله المنقولة بما في ذلك الرسوم الجمركية على البضائع التي تستورد او تصدر من قبل جلالته او بالنيابة عنه .

المادة الثامنة

يقدم صاحب الجلالة الملك مساعدة مالية الى صاحب السمو الامير لتسديد تكاليف الاقسام الحربية في قوات سموه اللازمة لتحقيق الاغراض المنصوص عليها في المادة الخامسة من المعاهدة . ويتفق الفريقان الساميان المتعاقدان في كل سنة على قوة هذه الاقسام . ويمكن صاحب السمو الامير ممثل جلالته في شرق الاردن من التأكد من ان المساعدة المبحوث عنها تنفق في سبيل الغرض الذي من اجله قد اعطيت .

الملحـــــق

المادة الاولى

يجوز لصاحب الجلالة الملك اقامة قوات مسلحة في شرق الاردن في الاماكن المقيمة فيها عند توقيع هذه المعاهدة وفي اماكن اخرى يتفق عليها • ويقدم صاحب السمو الامير جميع التسهيلات الضرورية لايواء هذه القوات وصيانتها وخزن ذخائرها ومعداتها بما في ذلك تأجير اي ارض تلزم ويستملك اي حق خاص على هكذا ارض اذا وجد ذلك ضروريا •

المادة الثانيـــة

• يمنح صاحب السمو امير شرق الاردن في جميع الاوقات تسهيلات لحركة قوات صاحب الجلالة الملك المسلحة وتدريبها ولنقل الوقود والاسلحة والذخيرة والمواد الاخرى اللازمة لهذه القوات بطرق الجو والبر والسكك الحديدية والماء وخطوط الانابيب وبواسطة موانيء شرق الاردن •

المادة الثالثـــة

يكون لقوات صاحب الجلالة الملك المسلحة الحق في استعمال انتمتها الخاصة بمخابرات الاشارة بما في ذلك اللاسلكي •

المادة الرابعـــة

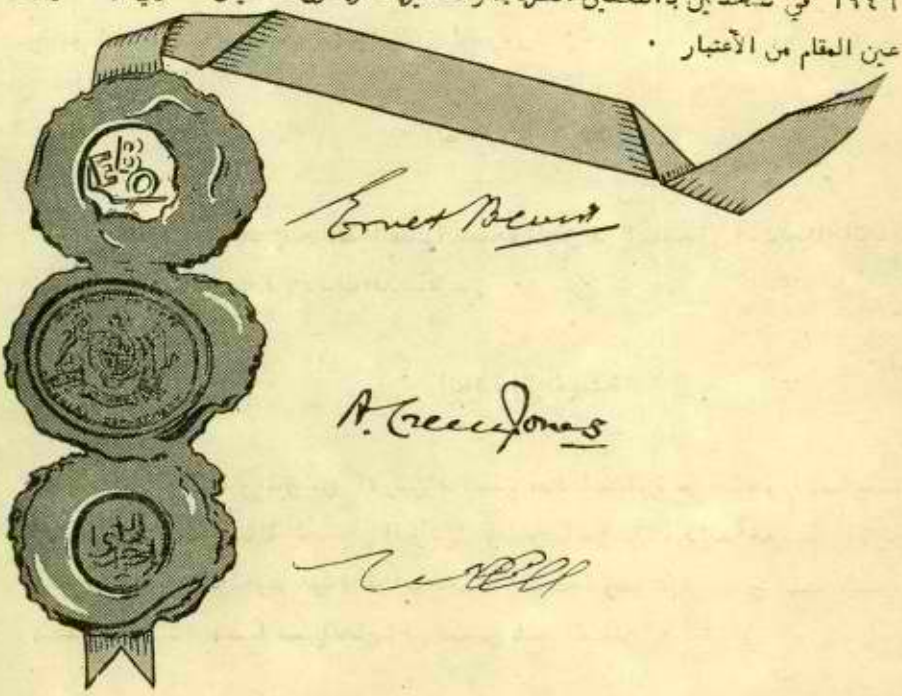
يقوم صاحب السمو امير شرق الاردن كل مالزم بعد المشاورة مع حكومة المملكة المتحدة بحراسة وصيانة وتحسين الموانيء وخطوط المواصلات في داخل شرق الاردن وعبرها الضرورية لحرية حركة قوات جلالته المسلحة وصيانتها • ويطلب سموه مساعدة جلالته عندما تمس الحاجة في سبيل هذا الغرض •

المادة الثالثة عشرة

اذا نشأ خلاف يتعلق بتطبيق هذه المعاهدة او تفسيرها ولم يوفق الفريقان السامیان المتعاقدان الى تسوية هذا الخلاف بالمفاوضة المباشرة يرجع في الخلاف الى محكمة العدل الدولية مالم يتفق الطرفان على شكل آخر للتسوية •

المادة الرابعة عشرة

تبرم هذه المعاهدة وتنفذ حالما يتم تبادل وثائق الابرام في اقرب وقت ممكن •
تظل هذه المعاهدة نافذة لمدة خمس وعشرين سنة من تاريخ بدء تنفيذها وبعد ذلك تظل نافذة المفعول لغاية مرور سنة واحدة على الأخطار بانتهائها ذلك الأخطار الذي يتقدم به احد الفريقين الساميين المتعاقدين الى الآخر بواسطة الطرق الدبلوماسية •
وشهادة بما تقدم قد وقع المندوبون المفوضون المذكورون اعلاه هذه المعاهدة وختموها بأختامهم •
كتبت هذه المعاهدة في لندن في اليوم الثاني والعشرين من شهر آذار سنة ١٩٤٦ في نسختين باللغتين العربية والأنكليزية ويكون للنصين العربي والأنكليزي عين المقام من الأعتبار •



المادة بشأن معاملة احب قطر اجنبي لن تتناول –

(١) الأمتيازات الجمركية الخاصة التي في وقت توقيع هذه المعاهدة كان صاحب السمو الأمير قد عامل بها البضائع المنتجة او المصنوعة في اى بلد كان بأكمله في سنة ١٩١٤ من ضمن تركيا الأسيوية او البلاد العربية بشرط ان لاتمنح هكذا امتيازات الى اى قطر اجنبي آخر او

(٢) الأمتيازات الجمركية الممنوحة من قبل احد الفريقين الساميين المتعاقدين الى قطر ثالث عملا باتحاد جمركي تم او يتم عقده فيما بعد .

المادة العاشرة

من المتفق عليه بين الفريقين الساميين المتعاقدين بأن الامتيازات التجارية الممنوحة فيما له علاقة بأرض شرق الاردن قبل توقيع هذه المعاهدة تظل مستمرة في مفعولها للمدد المعينة في متونها .

المادة الحادية عشرة

حالما يبدأ تنفيذ هذه المعاهدة ينتهي مفعول الأتفاقية المعقودة بين صاحب السمو الأمير وصاحب الجلالة الملك المؤرخة في العشرين من شهر شباط سنة ١٩٢٨ والمعدلة فيما بعد باتفاقيتين اخريين مؤرختين في الثاني من شهر حزيران سنة ١٩٣٤ والتاسع عشر من شهر تموز سنة ١٩٤١ .

المادة الثانية عشرة

ليس في هذه المعاهدة مايرمي الى الأخلال او يخل بأى حال من الأحوال في الحقوق والألتزامات المترتبة او التي قد تترتب على اى من الفريقين الساميين المتعاقدين وفقا لميثاق الامم المتحدة او وفقا لأية اتفاقيات وعهود ومعاهدات دولية اخرى عدا ما قد ينتج عن احكام المادتين الثامنة والحادية عشرة .

المادة الثامنة

١ ـ ان جميع الالتزامات والمسؤوليات المترتبة على صاحب الجلالة الملك فيما يتعلق بشرق الأردن وفيما يتعلق بأية وثيقة دولية لم تنته قانونيا يجب ان تترتب على صاحب السمو امير شرق الاردن وحده • وعلى الفريقين الساميين المتعاقدين ان يتخذا فورا الخطوات اللازمة لتأمين نقل هذه المسؤوليات الى صاحب السمو الأمير •

٢ ـ كل معاهدة دولية عامة او ميثاق او اتفاق طبقه صاحب الجلالة الملك بصفته منتدبا (اوحكومته في المملكة المتحدة بصفتها منتدبة) على شرق الأردن يظل مرعيا من قبل صاحب السمو الأمير الى ان يصبح صاحب السمو الأمير (اوحكومته) فريقا متعاقدا مستقلا او تنتهي قانونيا الوثيقة المبحوث عنها فيما يتعلق بشرق الأردن •

المادة التاسعة

١ ـ يشرع الفريقان الساميان المتعاقدان في عقد اتفاقية للتجارة والمؤسسات التجارية حالما يمكن ذلك •

٢ ـ الى ان تعقد الأتفاقية المشار اليها في الفقرة الاولى اوالى ان تنتهي سنتان من تاريخ توقيع هذه المعاهدة ـ اى من الامرين يأتي اولا ـ يحتفظ كل من الفريقين الساميين المتعاقدين فيما له علاقة برعايا وتجارة الفريق الآخر بالحالة السائدة وقت توقيع المعاهدة على شرط ان لايعامل اى من الفريقين الساميين المتعاقدين رعايا اوتجارة الفريق الآخر في اى حال من الأحوال معاملة دون ما يعامل بها رعايا وتجارة احب قطر اجنبي له •

٣ ـ تطبق احكام الفقرة الثانية من هذه المادة على المستعمرات وبلدان ماوراء البحار ومحميات جلالة الملك والبلدان التي تديرها حكومة جلالته في المملكة المتحدة بالأنتداب او الوصاية •

٤ ـ يتفق الفريقان الساميان المتعاقدان على ان احكام الفقرة الثانية من هذه

السمو امير شرق الأردن .

المادة الرابعـــة

اذا نشأ نزاع مع دولة ثالثة وكان استمراره مما قد يهدد دوام السلم والأمن الدوليين فيجب على الفريقين الساميين المتعاقدين قبل كل شيء ان يتشاورا مع بعضهما البعض للبحث عن حل بالوسائل السلمية كما جـــاء في نص المادة الثالثة والثلاثين من ميثاق الأمم المتحدة .

المادة الخامســة

اذا اشتبك احد الفريقين الساميين المتعاقدين في عمل عدائي – على الرغم من احكام المادة الرابعة من هذه المعاهدة – كنتيجة لهجوم مسلح يقوم به فريق ثالث فعلى الفريق السامي المتعاقد الأخر ، بشرط دائما مراعاة احكام المادة الثانية عشرة من هذه المعاهدة ، ان يتقدم فورا لمساعدته كأجـــراء للدفاع عن النفس الأجماعي . وفي حالة خطر اشتباك عدائي مداهم يقـــوم الفريقان الساميان المتعاقدان فورا بالتشاور مع بعضهما البعض حول الأجراآت الضرورية للدفاع .

المادة السادســة

تسهيلا للقيام بالألتزامات المشتركة المنصوص عليها في المادة الخامسة اعلاه قد اتفق الفريقان الساميان المتعاقدان على النصوص الموضوعة في ملحق هـــذه المعاهدة .

المادة السابعـــة

يبذل صاحب الجلالة الملك كل جهد ليحصل لحكومة صاحب السمو الأمير على خدمات اى خبراء او موظفين من ذوى المؤهلات الفنية قد تحتاج اليهـــم شـــرق الأردن .

الرايت او نرابل ايرنست بفن ، عضو البرلمان ، ووزير جلالته للشؤون الخارجية وآرثر كريتش جونز ، عضو البرلمان ، والوكيل البرلماني لوزير المستعمرات ،

الذين بعد ان تبادلوا اوراق أعتمادهم ووجدوها صحيحة فقد اتفقوا على مايلي —

المادة الأولى

يعترف صاحب الجلالة الملك بشرق الأردن دولة مستقلة استقلالا تاما ويصاحب السمو الأمير سيدا عليها .

ويسود سلم وصداقة دائمين بين صاحب السمو امير شرق الأردن وصاحب الجلالة الملك .

ويؤسس بين الفريقين الساميين المتعاقدين تحالف وثيق توطيدا لصداقتهما وتفاهمهما الودى وصلاتهما الحسنة ، وتجرى بينهما مشاورات تامة وصريحة في جميع الأمور المتعلقة بالسياسة الخارجية التي قد يكون لها مساس بمصالحهما المشتركة .

ويتعهد كل من الفريقين الساميين المتعاقدين ان لا يقف في البلاد الأجنبية موقفا لايتفق وهذا التحالف او قد يسفر عن صعاب للفريق الا خر .

المادة الثانية

يمثل كلا من الفريقين الساميين المتعاقدين لدى بلاط الفريق السامي المتعاقد الاخر ممثل سياسي يعتمد وفقا للأصول المرعية .

المادة الثالثة

من المفهوم بين الفريقين الساميين المتعاقدين ان مسؤولية حفظ الأمن الداخلي في شرق الأردن وايضا — بشرط مراعاة احكام المادة الخامسة ادناه — مسؤولية الدفاع عن شرق الأردن ازاء الأعتداء الخارجي تنحصران في صاحب

المعاهـــدة

بين شرق الاردن والمملكة المتحـــــــدة

حضرة صاحب السمو امير شرق الاردن وحضرة صاحب الجـلالة ملك بريطانيا العظمى وايرلنده والممتلكات الحرة البريطانية وراء البحار وامبراطور الهند ،

لما كانا قد اخذا بعين الاعتبار بأن حكومة المملكة المتحدة لبريطانيا العظمى وايرلنده الشمالية قد صرحت رسميا في الهيئة العامة لمنظمة الأمم المتحـــدة بأنها عازمة على الأعتراف بوضع شرق الأردن دولة مستقلة ذات سيادة ،

ولما كانا راغبين في تعيين الصلات التي ستقوم بينهما في المستقبل بصفـــة كونهما سيدى دولتين مستقلتين على قواعد الحرية التامة والمساواة والأستقـــلال وفي توثيق وادامة اواصر الصداقة وحسن التفاهم القائمة بينهما ،

فقد قررا عقد معاهدة صداقة وتحالف من اجـل هذا الغرض ، وقـد عينـــا عنهما مندوبين مفوضين وهـم —

حضرة صاحب السمو امير شرق الأردن ،
ابراهيم باشا هاشم ، حامل وسام النهضة المرصع ووسام الأستقلال من الدرجة الأولى ووسام الامبراطورية البريطانية من درجة كوماندور ، رئيـــس وزراء شرق الأردن ووزير الدفـاع .

حضرة صاحب الجـلالة ملك بريطانيا العظمى وايرلنده والممتلكات الحـــرة البريطانية وراء البحار وامبراطور الهند (الذى سيشار اليه فيما بعـــد بصاحب الجلالة الملك) ،

عن المملكة المتحدة لبريطانيا العظمى وايرلنده الشمالية ،

EXCHANGE OF NOTES.

No. 1.

Ibrahim Pasha Hashim to Mr. Ernest Bevin.

لندن في ٢٢ آذار سنة ١٩٤٦

ياصاحب السعادة

في اللحظة التي يوقع فيها معاهدة التحالف لي الشرف ان اصرح بالنيابة عن صاحب السمو امير شرق الأردن بأن الحكومة الأردنية على استعداد من جانبها لاعتبار اتفاقية حدة الموقع عليها في الثاني من تشرين الثاني سنة ١٩٢٥ نافذة المفعول بين شرق الأردن والمملكة العربية السعودية اذا كانت حكومة المملكة العربية السعودية ايضاً راغبة في عمل تصريح مماثل .

لي الشرف ياسيدي ان اكون
باسمى الاعتبار خادم سعادتكم المطيع

الى الرايت اوسرابل ايرنست بفن عضو البرلمان ووزير الخارجية

(Translation of No. 1.)

Ibrahim Pasha Hashim to Mr. Ernest Bevin.

Your Excellency, *London*, 22*nd March*, 1946.

AT the moment of the signature of the Treaty of Alliance, I have the honour on behalf of His Highness the Amir of Trans-Jordan to declare that the Trans-Jordan Government are prepared, for their part, to regard the Hadda Agreement, signed on the 2nd November, 1925,(4) as remaining in force between Trans-Jordan and the Kingdom of Saudi Arabia if the Government of Saudi Arabia is also willing to make a similar declaration.

I have, &c.

(Signed) IBRAHIM HASHIM.

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(4) Cmd. 2566.

No. 2.

Mr. Ernest Bevin to Ibrahim Pasha Hashim.

Foreign Office,
London, 22nd March, 1946.

Your Excellency,

I HAVE the honour to acknowledge the receipt of Your Excellency's Note of to-day's date containing a declaration that the Trans-Jordan Government are prepared, for their part, to regard the Hadda Agreement, signed on the 2nd November, 1925, as remaining in force between Trans-Jordan and the Kingdom of Saudi Arabia if the Government of Saudi Arabia are also willing to make a similar declaration.

I have, &c.
(Signed) ERNEST BEVIN.

No. 3

Ibrahim Pasha Hashim to Mr. Ernest Bevin.

لندن في ٢٢ آذار سنة ١٩٤٦

يا صاحب السعادة

في اللحظة التي يوقع فيها معاهدة التحالف لي الشرف ان اسجل رغبة حكومة شرق الأردن في ان تستمر سكك حديد فلسطين في تسيير القسم الأردني من الخط الحجازي بالنيابة عنها وان المفاوضات من اجل تقرير ترتيبات مالية وادارية يتفق عليها تحقيقا لهذه الغاية ستبدأ بأقرب وقت ممكن بين حكومتي شرق الأردن وفلسطين

لي الشرف ان اكون ياسيدي
باسمى الاعتبار خادم سعادتكم المطيع

الى الرايت اوبرايل ايرنست بفن عضو البرلمان ووزير الخارجية

(Translation of No. 3.)

Ibrahim Pasha Hashim to Mr. Ernest Bevin.

Your Excellency, *London*, 22*nd March*, 1946.

At the moment of signature of the Treaty of Alliance, I have the honour to place on record the desire of the Trans-Jordan Government that the Palestine Railways should continue to operate on their behalf the Trans-Jordan section of the Hejaz Railway, and that negotiations with the object of deciding upon agreed financial and administrative arrangements to this end shall be opened as soon as possible between the Governments of Trans-Jordan and Palestine.

I have, &c.
(Signed) IBRAHIM HASHIM.

No. 4.

Mr. Ernest Bevin to Ibrahim Pasha Hashim.

Foreign Office,
Your Excellency, *London*, 22*nd March*, 1946.

I have the honour to acknowledge the receipt of Your Excellency's Note of to-day's date on the subject of the Hejaz Railway and to inform you that His Majesty's Government in the United Kingdom agree that the Palestine Railways shall continue to operate, on behalf of the Trans-Jordan Government, the Trans-Jordan section of the Hejaz Railway and that negotiations with the object of deciding upon agreed financial and administrative arrangements to this end shall be opened as soon as possible between the Governments of Trans-Jordan and Palestine.

I have, &c.
(Signed) ERNEST BEVIN.

No. 5.

Ibrahim Pasha Hashim to Mr. Ernest Bevin.

لندن في ٢٢ آذار سنة ١٩٤٦

يا صاحب السعادة

بمناسبة توقيع معاهدة التحالف لي الشرف ان اعلمكم بأن حكومة شرق الأردن موافقة على استمرار الترتيبات من اجل استعمال النقد الفلسطيني في شرق الأردن الى ان تعدل هذه الترتيبات بالمشاورة بين حكومتي شرق الأردن والمملكة المتحدة ولا يعمل تعديل في هذه الترتيبات الا بعد مرور اثني عشر شهرا على التاريخ الذى تبدى فيه احدى الحكومتين رغبتها الى الحكومة الأخرى في الدخول بمشاورات حول هذا الأمر

لي الشرف ان اكون ياسيدى

باسمى الاعتبار خادم سعادتكم المطيع

الى الرايت اوسرابل ايرنست بفن عضو البرلمان ووزير الخارجية

(Translation of No. 5.)

Ibrahim Pasha Hashim to Mr. Ernest Bevin.

Your Excellency, *London*, 22*nd March*, 1946.

On the occasion of the signature of the Treaty of Alliance, I have the honour to inform you that the Trans-Jordan Government agree that the existing arrangements for the use of Palestinian currency in Trans-Jordan shall continue until modified after consultation between the Governments of Trans-Jordan and of the United Kingdom. No modification in these arrangements will be made until twelve months have expired after the date on which either Government has notified the other of its desire to engage in consultation on the matter.

I have, &c.
(Signed) IBRAHIM HASHIM.

No. 6.

Mr. Ernest Bevin to Ibrahim Pasha Hashim.

Foreign Office,
London, 22nd March, 1946.

Your Excellency,

I HAVE the honour to acknowledge the receipt of Your Excellency's Note of to-day's date regarding the continued use of Palestinian currency in Trans-Jordan and to state that the arrangements therein recorded are fully acceptable to His Majesty's Government.

I have, &c.
(Signed) ERNEST BEVIN.

No. 7.

Ibrahim Pasha Hashim to Mr. Ernest Bevin.

لندن في ٢٢ آذار سنة ١٩٤٦

ياصاحب السعادة

في اللحظة التي نوقع فيها معاهدة التحالف لي الشرف ان اصرح بالنيابة عن صاحب السمو امير شرق الأردن بأن حكومة شرق الأردن توافق على ان مصائد الأسماك التي انشأتها حكومة فلسطين في العقبة في ارض شرق الأردن ستظل مستمرة في عملها بموجب الشروط الحالية انتظارا لتعديل هذه الشروط باتفاق ينتج عن مفاوضات بين حكومتي شرق الأردن وفلسطين يسرع فيها في اقرب وقت ممكن .

لي الشرف ان اكون ياسيدى
باسمى الاعتبار خادم سعادتكم المطيـــع

(Translation of No. 7.)

Ibrahim Pasha Hashim to Mr. Ernest Bevin.

London, 22nd March, 1946.

Your Excellency,

AT the moment of the signature of the Treaty of Alliance, I have the honour on behalf of His Highness the Amir of Trans-Jordan to declare that the Trans-Jordan Government agree that the fisheries installation maintained by the Palestine Government in Trans-Jordan territory at Aqaba shall

continue to operate under existing conditions, pending modification of those conditions by agreement as a result of negotiations between the Governments of Trans-Jordan and Palestine which will be opened as soon as possible.

I have, &c.

(Signed) IBRAHIM HASHIM.

No. 8.

Mr. Ernest Bevin to Ibrahim Pasha Hashim.

Foreign Office,
London, 22*nd March*, 1946.

Your Excellency,

I HAVE the honour to acknowledge the receipt of Your Excellency's Note of to-day's date regarding the fisheries installation maintained by the Palestine Government at Aqaba and to state that the arrangement therein recorded is fully acceptable to His Majesty's Government.

I have, &c.

(Signed) ERNEST BEVIN.

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P9

Transjordan No. 1 (1948)

Treaty of Alliance

between His Majesty in respect of the United Kingdom of Great Britain and Northern Ireland and His Majesty the King of the Hashimite Kingdom of Transjordan

[with Exchanges of Letters]

Amman, 15th March, 1948

[This Treaty has not been ratified by His Majesty]

Presented by the Secretary of State for Foreign Affairs to Parliament by Command of His Majesty

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Treaty of Alliance between His Majesty in respect of the United Kingdom of Great Britain and Northern Ireland and His Majesty the King of the Hashimite Kingdom of Transjordan

Amman, 15th March, 1948

His Majesty The King of Great Britain, Ireland and the British Dominions beyond the Seas and His Majesty the King of the Hashimite Kingdom of Transjordan;

Animated by the most sincere desire to consolidate the friendship and good relations which exist between them and to establish these relations on the foundations best calculated to ensure the development of this friendship;

Desiring to conclude a new Treaty of Alliance with these objects and in order to strengthen by co-operation and mutual assistance the contribution which each of them will be able to make to the maintenance of international peace and security in accordance with the provisions and principles of the Charter of the United Nations: ([1])

have accordingly appointed as their Plenipotentiaries,

His Majesty The King of Great Britain, Ireland and the British Dominions beyond the Seas (hereinafter referred to as His Britannic Majesty):

for the United Kingdom of Great Britain and Northern Ireland:

Sir Alec Seath Kirkbride, C.M.G., O.B.E., M.C., his Envoy Extraordinary and Minister Plenipotentiary.

His Majesty the King of the Hashimite Kingdom of Transjordan:

His Excellency Tewfiq Pasha Abul Huda, Jewelled Order of the Nahda, First Class Order of the Istiqlal, Prime Minister.

His Excellency Fauzi Pasha el Mulki, Second Class Order of the Istiqlal, Minister of Foreign Affairs.

who having exhibited their full powers found in good and due form have agreed as follows:—

Article 1

There shall be perpetual peace and friendship between His Britannic Majesty and His Majesty the King of the Hashimite Kingdom of Transjordan.

A close alliance shall continue between the High Contracting Parties in consecration of their friendship, their cordial understanding and their good relations.

Each of the High Contracting Parties undertakes not to adopt in regard to foreign countries an attitude, which is inconsistent with the Alliance or might create difficulties for the other party thereto.

Article 2

Should any dispute between either High Contracting Party and a third State produce a situation which would involve the risk of a rupture with that State, the High Contracting Parties will concert together with a view to the settlement of the said dispute by peaceful means in accordance with the provisions of the Charter of the United Nations and of any other international obligations which may be applicable to the case.

([1]) "Treaty Series No. 67 (1946)," Cmd. 7015.

ARTICLE 3

Should either High Contracting Party notwithstanding the provisions of Article 2 become engaged in war, the other High Contracting Party will, subject always to the provisions of Article 4 immediately come to his aid as a measure of collective defence.

In the event of an imminent menace of hostilities the High Contracting Parties will immediately concert together the necessary measures of defence.

ARTICLE 4

Nothing in the present Treaty is intended to, or shall in any way prejudice the rights and obligations which devolve, or may devolve, upon either of the High Contracting Parties under the Charter of the United Nations or under any other existing international agreements, conventions or treaties.

i.e. wrong. arab league.

ARTICLE 5

The present Treaty of which the Annex is an integral part shall replace the Treaty of Alliance signed in London on 22nd March, 1946, of the Christian Era,(*) together with its Annex and all Letters and Notes, interpreting or otherwise exchanged in 1946 in connexion therewith, provided however that Article 9 of the said Treaty shall remain in force in accordance with and as modified by the notes exchanged on this day on this subject.

entered into on 19 by letter 7248

ARTICLE 6

Should any difference arise relative to the application or interpretation of the present Treaty and should the High Contracting Parties fail to settle such difference by direct negotiations, it shall be referred to the International Court of Justice unless the parties agree to another mode of settlement.

ARTICLE 7

The present Treaty shall be ratified and shall come into force upon the exchange of instruments of ratification which shall take place in London as soon as possible. It shall remain in force for a period of 20 years from the date of its coming into force. At any time after 15 years from the date of the coming into force of the present Treaty, the High Contracting Parties will at the request of either of them, negotiate a revised Treaty which shall provide for the continued co-operation of the High Contracting Parties in the defence of their common interests. The period of 15 years shall be reduced if a complete system of security agreements under Article 43 of the Charter of the United Nations is concluded before the expiry of this period. At the end of 20 years, if the present Treaty has not been revised, it shall remain in force until the expiry of one year after notice of termination has been given by either High Contracting Party to the other through the diplomatic channel.

In witness whereof the above-named plenipotentiaries have signed the present Treaty and affixed thereto their seals.

Done in duplicate at Amman, this 15th day of March, 1948, in the English and Arabic languages, both texts being equally authentic.

(L.S.) A. S. KIRKBRIDE.
(L.S.) TEWFIQ ABUL HUDA.
(L.S.) FAUZI EL MULKI.

(*) "Treaty Series No. 32 (1946)," Cmd. 6916.

ANNEX

Article 1

(*a*) The High Contracting Parties recognise that, in the common interests of both, each of them must be in a position to discharge his obligations under Article 3 of the Treaty.

(*b*) In the event of either High Contracting Party becoming engaged in war, or of a menace of hostilities, each High Contracting Party will invite the other to bring to his territory or territory controlled by him the necessary forces of all arms. Each will furnish to the other all the facilities and assistance in his power, including the use of all means and lines of communication, and on financial terms to be agreed upon.

(*c*) His Majesty the King of the Hashimite Kingdom of Transjordan will safeguard, maintain and develop as necessary the airfields, ports, roads and other means and lines of communication in and across the Hashimite Kingdom of Transjordan as may be required for the purposes of the present Treaty and its annex and will call upon His Britannic Majesty's assistance as may be required for this purpose.

(*d*) Until such time as the High Contracting Parties agree that the state of world security renders such measures unnecessary, His Majesty the King of the Hashimite Kingdom of Transjordan invites His Britannic Majesty to maintain units of the Royal Air Force at Amman and Mafrak airfields. His Majesty the King of the Hashimite Kingdom of Transjordan will provide all the necessary facilities for the accommodation and maintenance of the units mentioned in this paragraph, including facilities for the storage of their ammunition and supplies and the lease of any land required.

Article 2

In the common defence interests of the High Contracting Parties a permanent joint advisory body will be set up immediately on the coming into force of the present Treaty to co-ordinate defence matters between the Governments of the High Contracting Parties within the scope of the present Treaty.

This body, which will be known as the Anglo-Transjordan Joint Defence Board, will be composed of competent military representatives of the Governments of the High Contracting Parties in equal numbers, and its functions will include:—

(*a*) The formulation of agreed plans in the strategic interests common to both countries.

(*b*) Immediate consultation in the event of any threat of war.

(*c*) The co-ordination of measures to enable the forces of either High Contracting Party to fulfil their obligations under Article 3 of the present Treaty and in particular measures for the safeguarding, maintenance and development of the airfields, ports and lines of communication referred to in Article 1 (*c*) of this Annex.

(*d*) Consultation regarding training and the provision of equipment. The Joint Defence Board shall submit annual reports thereon and recommendations to the Governments of the two High Contracting Parties.

(*e*) Arrangements regarding the joint training operations referred to in Article 6 of this Annex.

(*f*) The consideration of and if necessary recommendation for the location of His Britannic Majesty's forces at places in Transjordan other than those provided for in Article 1 (*d*) of this Annex.

ARTICLE 3

His Britannic Majesty will reimburse to His Majesty the King of the Hashimite Kingdom of Transjordan all expenditure which the Government of the Hashimite Kingdom of Transjordan may incur in connexion with the provision of facilities under Article 1 (*c*) and (*d*) of the present Annex and will repair or pay compensation for any damage due to the actions of members of His Britannic Majesty's armed forces, other than damage caused in military operations undertaken in accordance with Article 3 of the present Treaty.

ARTICLE 4

His Majesty the King of the Hashimite Kingdom of Transjordan agrees to afford on request all necessary facilities for the movement of units of His Britannic Majesty's forces in transit across the Hashimite Kingdom of Transjordan, with their supplies and equipment, on the same financial terms as those applicable to the forces of His Majesty the King of the Hashimite Kingdom of Transjordan.

ARTICLE 5

Pending the conclusion of an agreement between the High Contracting Parties defining in detail the jurisdictional and fiscal immunities of members of the forces of His Britannic Majesty in the Hashimite Kingdom of Transjordan, they will continue to enjoy the immunities which are accorded to them at present, including the provision that, in accordance with the established principles of international law governing the immunities of Sovereigns and sovereign States, no demand will be made for the payment by His Britannic Majesty of any Transjordan taxation in respect of immovable property leased or owned by His Britannic Majesty or in respect of his movable property, including customs duty on goods imported or exported by or on behalf of His Britannic Majesty. The privileges and immunities to be extended to the units and personnel of the armed forces of His Majesty the King of the Hashimite Kingdom of Transjordan visiting or present in British territory shall be defined in similar agreements on a reciprocal basis.

ARTICLE 6

In order that the armed forces of the High Contracting Parties should attain the necessary efficiency in co-operation with each other and in view of the desirability of establishing identity between the training and methods employed by the Transjordan and British forces respectively:—

(1) His Britannic Majesty offers appropriate facilities in the United Kingdom and in any British colony or protectorate administered by the Government of the United Kingdom for the training of the armed forces of His Majesty the King of the Hashimite Kingdom of Transjordan.

(2) His Britannic Majesty will make available operational units of his armed forces to engage in joint training operations with the armed forces of His Majesty the King of the Hashimite Kingdom of Transjordan for a sufficient period in each year.

(3) His Majesty the King of the Hashimite Kingdom of Transjordan agrees to make available facilities in the Hashimite Kingdom of Transjordan for the purposes of this joint training.

(4) His Britannic Majesty will provide on request any British service personnel whose services are required to ensure the efficiency of

the military units of the forces of the King of the Hashimite Kingdom of Transjordan.

(5) His Britannic Majesty will (*a*) afford all possible facilities to His Majesty the King of the Hashimite Kingdom of Transjordan for the military instruction of Transjordan officers at schools of instruction maintained for His Britannic Majesty's forces, and (*b*) provide arms, ammunition, equipment and aircraft and other war material for the forces of His Majesty the King of the Hashimite Kingdom of Transjordan.

(6) His Majesty the King of the Hashimite Kingdom of Transjordan will (*a*) meet the cost of instruction and equipment referred to in paragraph 5 (*a*) and (*b*) above, (*b*) ensure that the armament and essential equipment of his forces shall not differ in type from those of the forces of His Britannic Majesty, (*c*) send any personnel of his forces, that may be sent abroad for training, to military schools, colleges and training centres maintained for His Britannic Majesty's forces.

ARTICLE 7

His Majesty the King of the Hashimite Kingdom of Transjordan gives permission for ships of His Britannic Majesty's Navy to visit the ports of the Hashimite Kingdom of Transjordan at any time upon giving notification to the Government of the Hashimite Kingdom of Transjordan.

(Initialled) A. K.
T. A. H.
F. EL M.

EXCHANGES OF LETTERS

No. 1

The Prime Minister of the Government of the Hashimite Kingdom of Transjordan to His Majesty's Minister at Amman

(Translation)

Your Excellency, *Amman, 15th March*, 1948

WITH reference to Article 4 of the Treaty signed to-day, I desire on behalf of my Government to state that the Covenant of the League of Arab States signed on 22nd of March, 1945, is included amongst the existing International Agreements to which this Article refers and is an agreement to which in this connexion my Government attaches particular importance.

Please accept, &c.

(Signed) TEWFIQ ABUL HUDA.

No. 2

His Majesty's Minister at Amman to the Prime Minister of the Government of the Hashimite Kingdom of Transjordan

Your Excellency, *15th March*, 1948.

I HAVE the honour to acknowledge your letter of to-day's date, which reads as follows:—

[As in No. 1]

Please accept, &c.

(Signed) A. S. KIRKBRIDE.

No. 3

His Majesty's Minister at Amman to the Prime Minister of the Government of the Hashimite Kingdom of Transjordan

Your Excellency, *15th March*, 1948

On the occasion of the signature of the Treaty of Alliance between the United Kingdom of Great Britain and Northern Ireland and the Hashimite Kingdom of Transjordan I have the honour to assure your Excellency that with a view to assisting the Government of the Hashimite Kingdom of Transjordan in their desire to carry out extensive plans in economic and social development His Majesty's Government in the United Kingdom will do all in their power to meet the requests of the Government of the Hashimite Kingdom of Transjordan for the services of any experts or officials with technical qualifications of whom the Government of the Hashimite Kingdom of Transjordan may stand in need.

Please accept, &c.

(Signed) A. S. KIRKBRIDE.

No. 4

The Prime Minister of the Government of the Hashimite Kingdom of Transjordan to His Majesty's Minister at Amman

Acknowledgment of No. 3, dated 15th March, 1948.

No. 5

His Majesty's Minister at Amman to the Prime Minister of the Government of the Hashimite Kingdom of Transjordan

Your Excellency, *15th March*, 1948

I have the honour to inform your Excellency that, as long as the Treaty is in force, His Britannic Majesty will in accordance with arrangements to be agreed upon annually by the High Contracting Parties afford financial assistance to His Majesty the King of the Hashimite Kingdom of Transjordan to enable him to carry out the obligations undertaken in Article 3 of the Treaty of Alliance which was concluded to-day.

Please accept, &c.

(Signed) A. S. KIRKBRIDE.

No. 6

The Prime Minister of the Government of the Hashimite Kingdom of Transjordan to His Majesty's Minister at Amman

Acknowledgment of No. 5, dated 15th March, 1948.

No. 7

His Majesty's Minister at Amman to the Prime Minister of the Government of the Hashimite Kingdom of Transjordan

Your Excellency, *15th March*, 1948

In connexion with the Treaty signed by us to-day I have the honour to inform your Excellency that His Majesty's Government regret that they are not yet in a position to be able to negotiate a Commercial and Establishment Agreement with the Government of the Hashimite Kingdom of Transjordan as provided in Article 9 of the Treaty of the 22nd of March, 1946.

I have, therefore, the honour to propose that the period of two years mentioned in paragraph 2 of Article 9 of the Treaty of 1946 shall be regarded as having been extended as from the 22nd of March, 1948, for a further period of two years and that subject to this amendment the said Article 9 shall continue to be operative for this further period.

Please accept, &c.

(Signed) A. S. KIRKBRIDE.

No. 8

The Prime Minister of the Government of the Hashimite Kingdom of Transjordan to His Majesty's Minister at Amman

(Translation)

Your Excellency, *Amman, 15th March*, 1948

I have the honour to acknowledge the receipt of your Excellency's Note of to-day's date informing me that His Majesty's Government are not yet in a position to be able to negotiate a Commercial and Establishment Agreement with the Government of the Hashimite Kingdom of Transjordan as provided in Article 9 of the Treaty of Alliance of the 22nd of March, 1946, and propose that the period of two years mentioned in paragraph 2 of Article 9 of that Treaty shall be extended as from the 22nd of March, 1948, for a further period of two years and that subject to this amendment the said Article 9 shall continue to be operative for this further period.

I have the honour to inform you that the Government of the Hashimite Kingdom of Transjordan agrees to this proposal.

Please accept, &c.

(Signed) TEWFIQ ABUL HUDA.

No. 9

The Prime Minister of the Government of the Hashimite Kingdom of Transjordan to His Majesty's Minister at Amman

(Translation)

Your Excellency, *Amman, 15th March*, 1948.

In connexion with Article 3 of the Annex to the Treaty of Alliance signed this day, I have the honour to inform you that on the final evacuation of the British forces the Government of the Hashimite Kingdom of Transjordan will either themselves take over at a fair valuation, having regard to the use to which they have been put, any buildings, installations or permanent structures which may have been constructed under the terms of

Articles 1, 2 and 4 of the Annex to the Treaty of Alliance signed on the 22nd of March, 1946, or which may be constructed under the terms of Articles 1 (*c*) and 1 (*d*) of the Annex to the Treaty of Alliance signed this day, or will afford such facilities as may reasonably be necessary to enable the Government of the United Kingdom to dispose thereof to the best advantage.

Please accept, &c.

(Signed) TEWFIQ ABUL HUDA.

No. 10

His Majesty's Minister at Amman to the Prime Minister of the Government of the Hashimite Kingdom of Transjordan

Your Excellency, *15th March*, 1948.

I HAVE the honour to acknowledge your letter of to-day's date which reads as follows:—

[As in No. 9]

Please accept, &c.

(Signed) A. S. KIRKBRIDE.

No. 11

The Prime Minister of the Government of the Hashimite Kingdom of Transjordan to His Majesty's Minister at Amman

(Translation)

Your Excellency, *Amman, 15th March*, 1948.

AT the moment of the signature of the revised Treaty of Alliance I have the honour to state that although the new treaty contains no provisions similar to those contained in Articles 2, 3, 8 and 10 of the Treaty of Alliance signed on the 22nd of March, 1946, their omission does not imply any intention to derogate from the principles set forth in these Articles.

Please accept, &c.

(Signed) TEWFIQ ABUL HUDA.

Reg Cancell

No. 12

His Majesty's Minister at Amman to the Prime Minister of the Government of the Hashimite Kingdom of Transjordan

Your Excellency, *15th March*, 1948.

I HAVE the honour to acknowledge your letter of to-day's date which reads as follows:—

[As in No. 11]

Please accept, &c.

(Signed) A. S. KIRKBRIDE.

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Trans-Jordan No. 1 (1946)

TREATY OF ALLIANCE

BETWEEN HIS MAJESTY IN RESPECT OF THE UNITED KINGDOM AND HIS HIGHNESS THE AMIR OF TRANS-JORDAN

[WITH ANNEX AND EXCHANGE OF NOTES]

LONDON, 22ND MARCH, 1946

[THIS TREATY HAS NOT BEEN RATIFIED BY HIS MAJESTY]

Presented by the Secretary of State for Foreign Affairs to Parliament by Command of His Majesty

LONDON
HIS MAJESTY'S STATIONERY OFFICE
TWOPENCE NET

Cmd. 6779

Treaty of Alliance between His Majesty in respect of the United Kingdom and His Highness the Amir of Trans-Jordan.

London, 22nd March, 1946.

His Majesty The King of Great Britain, Ireland and the British Dominions beyond the seas, Emperor of India, and His Highness The Amir of Trans-Jordan;

Considering that the Government of the United Kingdom of Great Britain and Northern Ireland have formally declared in the General Assembly of the United Nations Organisation that they intend to recognise the status of Trans-Jordan as a sovereign independent State; and

Desiring to define the relations which will subsist between them in future as independent Sovereigns on the terms of complete freedom, equality and independence, and to consolidate and perpetuate the relations of friendship and good understanding which have hitherto subsisted between them,

Have decided to conclude a treaty of friendship and alliance for this purpose and have appointed as their plenipotentiaries:—

His Majesty The King of Great Britain, Ireland and the British Dominions beyond the seas, Emperor of India (hereinafter referred to as His Majesty The King);

For the United Kingdom of Great Britain and Northern Ireland;

The Right Honourable Ernest Bevin, M.P., His Majesty's Principal Secretary of State for Foreign Affairs;

Arthur Creech Jones, M.P., Parliamentary Under-Secretary of State for the Colonies;

His Highness The Amir of Trans-Jordan;

His Excellency Ibrahim Pasha Hashim, Order of the Nahda, Murassa'a, Order of the Istiglal, First Class, C.B.E., Prime Minister of Trans-Jordan and Minister of Defence;

Who, having communicated their full powers, found in good and due form, have agreed as follows:—

Article 1.

His Majesty The King recognises Trans-Jordan as a fully independent State and His Highness The Amir as the sovereign thereof.

There shall be perpetual peace and friendship between His Majesty The King and His Highness The Amir of Trans-Jordan.

There shall be established between the High Contracting Parties a close alliance in consecration of their friendship, their cordial understanding and their good relations and there shall be full and frank consultation between them in all matters of foreign policy which may affect their common interests.

Each of the High Contracting Parties undertakes not to adopt in foreign countries an attitude which is inconsistent with the alliance or might create difficulties for the other party thereto.

ARTICLE 2.

Each High Contracting Party will be represented at the Court of the other High Contracting Party by a diplomatic representative duly accredited.

ARTICLE 3.

It is understood between the High Contracting Parties that responsibility for the maintenance of internal order in Trans-Jordan and, subject to the provisions of Article 5 below, for the defence of Trans-Jordan from external aggression rests with His Highness The Amir of Trans-Jordan.

ARTICLE 4.

Should a dispute arise with a third State, the continuance of which is likely to endanger the maintenance of international peace and security, the High Contracting Parties will, first of all, concert together to seek a solution by peaceful means as provided in Article 33 of the Charter of the United Nations.

ARTICLE 5.

Should either High Contracting Party, notwithstanding the provisions of Article 4 of the present Treaty, become involved in hostilities, as a result of armed attack by a third party, the other High Contracting Party will, subject always to the provisions of Article 12 of the present Treaty, immediately come to his aid as a measure of collective self-defence. In the event of an imminent menace of hostilities the High Contracting Parties will immediately concert together the necessary measures of defence.

ARTICLE 6.

In order to facilitate the discharge of the mutual obligations under Article 5 above, the High Contracting Parties have agreed to the provisions set forth in the Annex to the present Treaty.

ARTICLE 7.

His Majesty The King will make every endeavour to obtain for His Highness's Government the services of any experts or officials with technical qualifications of whom Trans-Jordan may stand in need.

ARTICLE 8.

1. All obligations and responsibilities devolving on His Majesty The King in respect of Trans-Jordan in respect of any international instrument which is not legally terminated should devolve on His Highness The Amir of Trans-Jordan alone, and the High Contracting Parties will immediately take such steps as may be necessary to secure the transfer to His Highness The Amir of these responsibilities.

2. Any general international treaty, convention or agreement which has been made applicable to Trans-Jordan by His Majesty The King (or by his Government in the United Kingdom) as mandatory shall continue to be observed by His Highness The Amir until His Highness The Amir (or his Government) becomes a separate contracting party thereto or the instrument in question is legally terminated in respect of Trans-Jordan.

ARTICLE 9.

1. The High Contracting Parties will open negotiations for a Commercial and Establishment Agreement as soon as practicable.

2. Until the conclusion of the Agreement referred to in paragraph 1, or until the expiry of two years from the date of signature of the present Treaty, whichever is the earlier, each High Contracting Party will maintain in relation to the nationals and commerce of the other the régime applying at the date of signature of the Treaty; provided that neither High Contracting Party will extend to the nationals or commerce of the other treatment less favourable in any respect than that which he accords to the nationals and commerce of the most favoured foreign country.

3. The provisions of the second paragraph of this Article apply to the colonies, overseas territories and protectorates of His Majesty The King and the territories administered by His Majesty's Government in the United Kingdom under mandate or trusteeship.

4. The High Contracting Parties agree that the provisions of the second paragraph of this Article with regard to the grant of the treatment of the most favoured foreign country shall not extend to—

(1) Any special customs privileges which at the date of signature of this Treaty His Highness The Amir accords to goods produced or manufactured in any territory which in 1914 was wholly included in Asiatic Turkey or Arabia provided that such privileges are not accorded to any other foreign country, or

(2) customs privileges granted by one of the High Contracting Parties to a third country in virtue of a Customs Union which has already been or may hereafter be concluded.

Article 10.

It is agreed by the High Contracting Parties that commercial concessions granted in respect of Trans-Jordan territory prior to the signature of this Treaty shall continue to be valid for the periods specified in their texts.

Article 11.

On the coming into force of the present Treaty the Agreement between His Majesty The King and His Highness The Amir dated the 20th February, 1928,(1) and subsequently revised by further Agreements dated the 2nd June, 1934,(2) and the 19th July, 1941,(3) shall cease to have effect.

Article 12.

Nothing in the present Treaty is intended to or shall in any way prejudice the rights and obligations which devolve, or may devolve, upon either of the High Contracting Parties under the Charter of the United Nations or, save as may result from the provisions of Articles 8 and 11, under any other international agreements, conventions or treaties.

Article 13.

Should any difference arise relative to the application or the interpretation of the present Treaty, and should the High Contracting Parties fail to settle such difference by direct negotiation, the difference shall be referred to the International Court of Justice unless the parties agree to another mode of settlement.

Article 14.

The present Treaty shall be ratified and shall come into force upon the exchange of instruments of ratification, which shall take place as soon as possible.

(1) "Treaty Series No. 7 (1930)," Cmd. 3488.
(2) "Treaty Series No. 34 (1935)," Cmd. 4999.
(3) Cmd. 6323.

The present Treaty shall remain in force for a period of twenty-five years from the date of its coming into force, and thereafter it shall remain in force until the expiry of one year after a notice of termination has been given by one High Contracting Party to the other through the diplomatic channel.

In witness whereof the above-named plenipotentiaries have signed the present Treaty and affixed thereto their seals.

Done in duplicate in London, this twenty-second day of March, 1946, in the English and Arabic languages, both texts being equally authentic.

(L.S.) ERNEST BEVIN.
(L.S.) A. CREECH JONES.
(L.S.) IBRAHIM HASHIM.

ANNEX.

Article 1.

His Majesty The King may station armed forces in Trans-Jordan in places where they are stationed at the date of signature of the present Treaty, and in such other places as may be agreed upon, and His Highness The Amir will provide all the facilities necessary for their accommodation and maintenance and the storage of their ammunition and supplies, including the lease of any land required. Any private rights on such land will, if necessary, be expropriated.

Article 2.

His Highness The Amir of Trans-Jordan will grant facilities at all times for the movement and training of the armed forces of His Majesty The King, and for the transport of the supplies of fuel, ordnance, ammunition and other materials required by these forces, by air, road, railway, water-way and pipe-line and through the ports of Trans-Jordan.

Article 3.

The armed forces of His Majesty The King will have the right to use their own systems of signal communication, including wireless.

Article 4.

His Highness The Amir of Trans-Jordan will safeguard, maintain and develop as necessary in consultation with the Government of the United Kingdom the ports and lines of communication in and across Trans-Jordan, required for the free movement and maintenance of His Majesty's armed forces, and will call upon His Majesty's assistance as may be required for this purpose.

Article 5.

His Majesty The King will reimburse to His Highness The Amir all expenditure to which His Highness's Government is put in connection with the provision of the facilities mentioned in Articles 1, 2 and 4 of this Annex and will repair or pay compensation for any damage arising from actions by members of His Majesty's armed forces other than damage caused in military operations undertaken in accordance with Article 5 of this Treaty as a result of an attack on Trans-Jordan.

ARTICLE 6.

Pending the conclusion of an agreement between the High Contracting Parties defining in detail the jurisdictional and fiscal immunities of members of the forces of His Majesty The King in Trans-Jordan, they will continue to enjoy the immunities which are accorded to them at present.

ARTICLE 7.

No demand will be made for the payment by His Majesty The King of any Trans-Jordan taxation in respect of immovable property leased or owned by His Majesty or in respect of his movable property, including customs duty on goods imported or exported by or on behalf of His Majesty.

ARTICLE 8.

His Majesty The King will afford financial assistance to His Highness The Amir in meeting the cost of the military units of the Amir's forces which are required to ensure the purposes of Article 5 of the Treaty. The strength of such units will be agreed upon annually by the High Contracting Parties, and His Highness The Amir will enable His Majesty's representative in Trans-Jordan to ascertain that the funds in question are expended for the purpose for which they are issued.

ARTICLE 9.

In view of the desirability of identity in training and methods between the Trans-Jordan and British armies:—

(1) His Majesty The King will provide any British officers whose services are required to ensure the efficiency of the military units of the Amir's forces.

(2) His Majesty The King will (*a*) afford all possible facilities to His Highness The Amir of Trans-Jordan for the military and aeronautical instruction of Trans-Jordan officers at schools of instruction maintained for His Majesty's forces, and (*b*) provide arms, ammunition, equipment and aircraft and other war material for the forces of His Highness The Amir of Trans-Jordan.

(3) His Highness The Amir will (*a*) meet the cost of instruction and equipment referred to in paragraph (2), (*b*) ensure that the armament and essential equipment of his forces shall not differ in type from those of the forces of His Majesty The King, (*c*) send any personnel of his forces, that may be sent abroad for training, to military schools, colleges and training centres maintained for His Majesty's forces.

ARTICLE 10.

At the request of either of them the High Contracting Parties will consult together at any time to consider whether it is desirable to introduce by agreement any amendments to the provisions of this Annex designed to give fuller effect to its purposes.

E. B.

A. C. J.

I. H.

Exchange of Notes.

No. 1.

Ibrahim Pasha Hashim to Mr. Ernest Bevin.

(Translation.)

Your Excellency, *London*, 22*nd March*, 1946.

At the moment of the signature of the Treaty of Alliance, I have the honour on behalf of His Highness the Amir of Trans-Jordan to declare that the Trans-Jordan Government are prepared, for their part, to regard the Hadda Agreement, signed on the 2nd November, 1925,(4) as remaining in force between Trans-Jordan and the Kingdom of Saudi Arabia if the Government of Saudi Arabia is also willing to make a similar declaration.

I have, &c.

(Signed) IBRAHIM HASHIM.

No. 2.

Mr. Ernest Bevin to Ibrahim Pasha Hashim.

Foreign Office,

Your Excellency, *London*, 22*nd March*, 1946.

I have the honour to acknowledge the receipt of Your Excellency's Note of to-day's date containing a declaration that the Trans-Jordan Government are prepared, for their part, to regard the Hadda Agreement, signed on the 2nd November, 1925, as remaining in force between Trans-Jordan and the Kingdom of Saudi Arabia if the Government of Saudi Arabia are also willing to make a similar declaration.

I have, &c.

(Signed) ERNEST BEVIN.

No. 3.

Ibrahim Pasha Hashim to Mr. Ernest Bevin.

(Translation.)

Your Excellency, *London*, 22*nd March*, 1946.

At the moment of signature of the Treaty of Alliance, I have the honour to place on record the desire of the Trans-Jordan Government that the Palestine Railways should continue to operate on their behalf the Trans-Jordan section of the Hejaz Railway, and that negotiations with the object of deciding upon agreed financial and administrative arrangements to this end shall be opened as soon as possible between the Governments of Trans-Jordan and Palestine.

I have, &c.

(Signed) IBRAHIM HASHIM.

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(4) Cmd. 2566.

No. 4.

Mr. Ernest Bevin to Ibrahim Pasha Hashim.

Foreign Office,
London, 22nd March, 1946.

Your Excellency,

I HAVE the honour to acknowledge the receipt of Your Excellency's Note of to-day's date on the subject of the Hejaz Railway and to inform you that His Majesty's Government in the United Kingdom agree that the Palestine Railways shall continue to operate, on behalf of the Trans-Jordan Government, the Trans-Jordan section of the Hejaz Railway and that negotiations with the object of deciding upon agreed financial and administrative arrangements to this end shall be opened as soon as possible between the Governments of Trans-Jordan and Palestine.

I have, &c.
(Signed) ERNEST BEVIN.

No. 5.

Ibrahim Pasha Hashim to Mr. Ernest Bevin.

(Translation.)

Your Excellency,

London, 22nd March, 1946.

ON the occasion of the signature of the Treaty of Alliance, I have the honour to inform you that the Trans-Jordan Government agree that the existing arrangements for the use of Palestinian currency in Trans-Jordan shall continue until modified after consultation between the Governments of Trans-Jordan and of the United Kingdom. No modification in these arrangements will be made until twelve months have expired after the date on which either Government has notified the other of its desire to engage in consultation on the matter.

I have, &c.
(Signed) IBRAHIM HASHIM.

No. 6.

Mr. Ernest Bevin to Ibrahim Pasha Hashim.

Foreign Office,
London, 22nd March, 1946.

Your Excellency,

I HAVE the honour to acknowledge the receipt of Your Excellency's Note of to-day's date regarding the continued use of Palestinian currency in Trans-Jordan and to state that the arrangements therein recorded are fully acceptable to His Majesty's Government.

I have, &c.
(Signed) ERNEST BEVIN.

No. 7.

Ibrahim Pasha Hashim to Mr. Ernest Bevin.

(Translation.)

Your Excellency,

London, 22nd March, 1946.

AT the moment of the signature of the Treaty of Alliance, I have the honour on behalf of His Highness the Amir of Trans-Jordan to declare that

the Trans-Jordan Government agree that the fisheries installation maintained by the Palestine Government in Trans-Jordan territory at Aqaba shall continue to operate under existing conditions, pending modification of those conditions by agreement as a result of negotiations between the Governments of Trans-Jordan and Palestine which will be opened as soon as possible.

I have, &c.
(Signed) IBRAHIM HASHIM.

No. 8.

Mr. Ernest Bevin to Ibrahim Pasha Hashim.

Foreign Office,
London, 22nd March, 1946.

Your Excellency,

I HAVE the honour to acknowledge the receipt of Your Excellency's Note of to-day's date regarding the fisheries installation maintained by the Palestine Government at Aqaba and to state that the arrangement therein recorded is fully acceptable to His Majesty's Government.

I have, &c.
(Signed) ERNEST BEVIN.

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